

No. 16-3076

No. 16-3570

**UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT**

NOVELIS CORPORATION, Petitioner – Cross-Respondent,

**JOHN TESORIERO, MICHAEL MALONE,
RICHARD FARRANDS, AND ANDREW DUSCHEN, Intervenors,**

v.

NATIONAL LABOR RELATIONS BOARD, Respondent – Cross-Petitioner,

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL & SERVICE
WORKERS INTERNATIONAL UNION, AFL-CIO, CLC, Intervenor.**

***ON PETITION FOR REVIEW AND CROSS-APPLICATION FOR
ENFORCEMENT OF A DECISION OF THE NATIONAL LABOR
RELATIONS BOARD***

DEFERRED APPENDIX VOLUME III (A-0485 – A-0753)

Kenneth L. Dobkin
NOVELIS CORPORATION
3560 Lenox Road
Suite 2000
Atlanta, GA 30326
Telephone: 404-760-4000
Facsimile: 404-760-0137
ken.dobkin@novelis.adityabirla.com

Kurt A. Powell
Robert T. Dumbacher
HUNTON & WILLIAMS LLP
Bank of America Plaza, Suite 4100
600 Peachtree Street, NE
Atlanta, GA 30308
Telephone: 404-888-4000
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RDumbacher@hunton.com

Counsel for Petitioner/Cross-Respondent Novelis Corporation

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JAN-13-2014 15:18

NLRB REG 3

716 551 4972 P.02

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

PETITION

DO NOT WRITE IN THIS SPACE

Case No.

Date Filed

03-RC-120447

01/13/2014

INSTRUCTIONS: Submit an original and 4 copies of this Petition to the NLRB Regional Office in the Region in which the employer concerned is located. If more space is required for any one item, attach additional sheets, numbering them accordingly.

The Petition alleges that the following circumstances exist and requests that the National Labor Relations Board proceed under its proper authority pursuant to Section 9 of the National Labor Relations Act.

1. PURPOSE OF THIS PETITION (If box RC, RM, or RD is checked and a charge under Section 8(b)(7) of the Act has been filed involving the employer named herein, the statement following the description of the type of petition shall not be deemed made.) (Check One)

☒ RC-CERTIFICATION OF REPRESENTATIVE - A substantial number of employees wish to be represented for purposes of collective bargaining by Petitioner and Petitioner desires to be certified as representative of the employees.

☐ RM-REPRESENTATION (EMPLOYER PETITION) - One or more individuals or labor organizations have presented a claim to Petitioner to be recognized as the representative of employees of Petitioner.

☐ RD-DECERTIFICATION - A substantial number of employees assert that the certified or currently recognized bargaining representative is no longer their representative.

☐ UD-WITHDRAWAL OF UNION SHOP AUTHORITY - Thirty percent (30%) or more of employees in a bargaining unit covered by an agreement between their employer and a labor organization desire that such authority be rescinded.

☐ UC-UNIT CLARIFICATION - A labor organization is currently recognized by Employer, but Petitioner seeks clarification of placement of certain employees. (Check one) ☐ In unit not previously certified. ☐ In unit previously certified in Case No. _____

☐ AC-AMENDMENT OF CERTIFICATION - Petitioner seeks amendment of certification issued in Case No. _____ Attach statement describing the specific amendment sought.

2. Name of Employer: Novelis Corporation
Employer Representative to contact: Chris Smith
Telephone Number: 315-349-0121
Fax Number: _____

3. Address(es) of Establishment(s) involved (Street and number, city, state, ZIP code)
448 County Road 1A, Oswego, NY 13126

4a. Type of Establishment (Factory, mine, wholesaler, etc.): Factory
4b. Identify principal product or service: Aluminum Rolls

5. Unit Involved (In UC petition, describe present bargaining unit and attach description of proposed clarification.)
6a. No. of Employees in Unit: 570

Included: All Production, Maintenance, Quality Control, Shipping and Receiving Employees
Present: 570

Excluded: All other employees including professional employees, guards, and supervisors, as defined by the Act.
Proposed (By UC/AC): _____

6b. Is this petition supported by 30% or more of the employees in the unit? ☒ Yes ☐ No

(If you have checked box RC in 1 above, check and complete EITHER item 7a or 7b, whichever is applicable)

7a. ☒ Request for recognition as Bargaining Representative was made on (Date) January 07, 2014 and Employer declined recognition on or about (Date) Company has not responded

7b. ☐ Petitioner is currently recognized as Bargaining Representative and desires certification under the Act.

8. Name of recognized or Certified Bargaining Agent (if none, so state): N/A
Affiliation: N/A

Address, Telephone, and Fax Number: N/A
Date of Recognition or Certification: N/A

9. Expiration Date of Current Contract, if any (Month, Day, Year): N/A
10. If you have checked box UD in 1 above, show here the date of execution of agreement granting union shop (Month, Day, and Year): N/A

11a. Is there now a strike or picketing at the Employer's establishment(s) involved? NO
11b. If so, approximately how many employees are participating? N/A

11c. The Employer has been picketed by or on behalf of (Insert Name). Since (Month, Day, Year) N/A

12. Organizations or individuals other than Petitioner (and other than those named in items 8 and 11c), which have claimed recognition as representatives and other organizations and individuals known to have a representative interest in any employees in unit described in item 5 above. (If none, so state)

Name	Affiliation	Address	Date of Claim (Required only if Petition is filed by Employer)
N/A			

I declare that I have read the above petition and that the statements are true to the best of my knowledge and belief.

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers, International Union, AFL-CIO-CLC

By: Bill Lewis Organizer
Signature of Representative or person filing petition Title
23 Bridge St, 409-782-9888 315-343-1222

Address Telephone Fax
Pulaski NY 13142
City State Zip

FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

A-0485

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

NOVELIS CORPORATION
Employer

and

UNITED STEEL, PAPER AND FORESTRY,
RUBBER MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS, INTERNATIONAL UNION, AFL-
CIO-CLC
Petitioner

Case 03-RC-120447

AFFIDAVIT OF SERVICE OF: Petition dated January 13, 2014, and Notice of Representation
Hearing dated January 13, 2014, with Form 4669 attached.

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that
on January 13, 2014, I served the above-entitled document(s) by facsimile and regular mail upon
the following persons, addressed to them at the following addresses:

CHRIS SMITH
NOVELIS CORPORATION
448 COUNTY ROAD 1A
OSWEGO, NY 13126

BILL FEARS
UNITED STEEL, PAPER AND
FORESTRY, RUBBER
MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS,
INTERNATIONAL UNION, AFL-CIO-CLC
23 BRIDGE ST.
PULASKI, NY 13142

January 13, 2014

Date

Miriam Genna, Designated Agent of
NLRB

Name
Miriam Genna

Signature

General Counsel's Exhibit 1(c)

JAN-27-2014 12:28

NLRB REG 3

716 551 4972 P.04

FORM EXEMPT

FORM NLRB-501
UNDER 44 U.S.C. 3512UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
03-CA-121293	01/27/2014

INSTRUCTIONS

File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. AGAINST WHOM CHARGE IS BROUGHT		
a. Name of Employer Novelis Corporation.	b. Number of workers employed approximately 580	
c. Address (street, city, state, ZIP code) 448 County Road 1A Oswego, NY 13126	d. Employer Representative Chris Smith	e. Telephone No. (315) 349-0121
f. Type of Establishment (factory, mine, wholesaler, etc.) Factory	g. Identify principal product or service aluminum rolls	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1), and (3) of the National Labor Relations Act, and these unfair labor practices are unfair practices, affecting commerce within the meaning of the Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)		
<p>On or about January 21, 22, 23, 2014 and at times thereafter, the above named Employer, through its officers, agents and representatives, maintained overly broad solicitation and distribution policies in non-work areas by removing union literature.</p> <p>On or about January 21, 22, 23, 2014 and at times thereafter, the above named Employer, through its officers, agents and representatives, disparately enforced solicitation and distribution policies in non-work areas by removing union literature and replacing it with anti-union literature and allowing other literature.</p> <p>On or about January 12, 2014 and at times thereafter, the above named Employer, through its officers, agents and representatives, disparately enforced solicitation and distribution policies in work areas by removing union literature from an employee bulletin board where other literature is allowed.</p> <p>On or about January 21, 22, 23, 2014 and at times thereafter, the above named Employer, through its officers, agents and representatives, unlawfully engaged in surveillance and creating the impression of surveillance by policing break areas for union literature and replacing it with anti-union literature.</p> <p>On or about January 12, 2014 and at times thereafter, the above named Employer, through its officers, agents and representatives, engaged in surveillance, creating the impression of surveillance and interrogation by asking employees who left union literature in a work area where other literature is allowed.</p> <p>On or about January 23, 2014, the above named Employer, through its officers, agents and representatives, unlawfully intimidated, coerced, polled, and harassed employees by forcing them to say they would vote against the Union during a captive audience meeting held during work time.</p> <p>By the above and other acts, the above named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.</p>		
3. Full EMPLOYER name of party filing charge (if labor organization, give full name, including local name and number) United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC		
4a. Address (street and number, city, state and ZIP code) Five Gateway Center Room 913 Pittsburgh, PA 15222	4b. Telephone No. (412) 562-2529 Fax (412) 562-2555	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization. United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC		
6. DECLARATION		
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		
By <u>Brenda M. M. M. M.</u> Signature of representative or person making charge	Title Organizing Counsel, USW	Date
Address Five Gateway Center Room 913 Pittsburgh, PA 15222	Telephone No. (412) 562-2529 Fax (412) 562-2555	January 27, 2014

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT
(U.S. CODE, TITLE 18, SECTION 1001)

A-0487

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

NOVELIS CORPORATION

Charged Party

and

UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION, AFL-
CIO, CLC

Charging Party

Case 03-CA-121293

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on January 27, 2014, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

CHRIS SMITH
NOVELIS CORPORATION
448 COUNTY ROAD 1A
OSWEGO, NY 13126

January 27, 2014

Date

/s/ Miriam Genna, Designated Agent of
NLRB

Name
Miriam Genna

Signature

General Counsel's Exhibit (cd)

APR-22-2014 08:53

NLRB REG 3

716 551 4972 P.02

FORM NLRB-501
(11-88)

FORM EXEMPT UNDER 44 U.S.C. 3512

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
1st AMENDED CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case

03-CA-121293

Date Filed

4/22/2014

EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer: Novelis Corporation		b. Number of workers employed: 600
c. Address (street, city, state, ZIP code) 448 County Road 1A Oswego, NY 13126	d. Employer Representative Chris Smith, Plant Manager	Telephone No. 315-349-0121
e. Type of Establishment (factory, mine, wholesaler, etc.): Factory	g. Identify principal product or service: aluminum rolls	

h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.

Basis of the Charge:

SEE ATTACHED

By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC

4a. Address (street and number, city, state, and ZIP code)

Five Gateway Center Room 913
Pittsburgh, PA 15222

4b. Telephone No.

412-562-2529

Fax: 412-562-2555

5. Full name of national or international labor organization of which it is an affiliate or constituent unit

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By


 (signature of representative or person making charge)

Organizing Counsel, USW

title if (any)

Address Five Gateway Center Room 913
Pittsburgh, PA 15222

412-562-2529

(Telephone No.)

(date)

4-21-14

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U. S. CODE, TITLE 18, SECTION 1001)

APR-22-2014 08:54

NLRB REG 3

716 551 4972 P.03
412-302-2000 # 47

Novelis Corporation
Amended charge 03-CA-121293

Since on or about January 21, 22, 23, 2014 and at times thereafter, the Employer, through its officers, agents, and representatives, maintained overly broad solicitation and distribution policies in non-work areas by removing union literature.

Since on or about January 21, 22, 23, 2014 and at times thereafter, the Employer, through its officers, agents, and representatives, disparately enforced solicitation and distribution policies in non-work areas by removing union literature and replacing it with anti-union literature while allowing other non-work related literature.

Since on or about January 12, 2014 and at times thereafter, the Employer, through its officers, agents, and representatives, disparately enforced solicitation and distribution policies in work areas by removing union literature from an employee bulletin board while allowing other non-work related literature.

Since on or about January 12, 2014 and at times thereafter, the Employer, through its officers, agents, and representatives, interrogated an employee concerning another employee's protected activity, and then disparately removed union literature from a work/breakroom.

Since on or about January 23, 2014 and at times thereafter, the Employer, through its officers, agents, and representatives, interrogated and coerced employees by asking them how they would vote if they did not want the Union, and disparately removed union literature from the bulletin board and work area.

Within the past six months, and at times thereafter, the Employer, through its officers, agents, and representatives promulgated and maintained a policy prohibiting the posting and distribution of any literature related to Section 7 activities in all work areas.

Within the past six months, and at times thereafter, the Employer, through its officers, agents, and representatives maintained an overly broad solicitation policy.

Since on or about January 23, 2014 and at times thereafter, the Employer, through its officers, agents, and representatives promulgated an unlawful rule prohibiting employees from wearing union campaign stickers and since that date, the Employer has disparately enforced the rule.

Since on or about January 23, 2014, and at times thereafter, the Employer, through its officers, agents, and representatives threatened that they were employees-at-will and did not have to work there if they did not like it.

Agm 4-21-14

2

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

NOVELIS CORPORATION

Charged Party

and

Case 03-CA-121293

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION, AFL-
CIO, CLC**

Charging Party

AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on April 22, 2014, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

CHRIS SMITH
NOVELIS CORPORATION
448 COUNTY ROAD 1A
OSWEGO, NY 13126

Kenneth L. Dobkin, Senior Counsel
NOVELIS CORPORATION
3560 Lenox Road
Suite 2000
Atlanta, GA 30326

KURT A. POWELL, ESQ.
HUNTON & WILLIAMS LLP
600 Peachtree St NE Ste 4100
Atlanta, GA 30308-2216

ROBERT T. DUMBACHER, ESQ.
HUNTON & WILLIAMS LLP
600 W Peachtree St NW Ste 4100
Atlanta, GA 30308-2216

General Counsel's Exhibit 7(e)

April 22, 2014

Date

LOUIS F. PORTO, Designated Agent of
NLRB

Name

/s/LOUIS F. PORTO

Signature

JAN-30-2014 15:17

NLRB REG 3

716 551 4972 P.02
1412-304-2000 # 41 3FORM NLRB-501
UNDER 44 U.S.C. 3512

FORM EXEMPT

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
03-CA-121579	1/30/3014

INSTRUCTIONS

File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. AGAINST WHOM CHARGE IS BROUGHT		
a. Name of Employer Novellis Corporation,	b. Number of workers employed approximately 590	
c. Address (street, city, state, ZIP code) 448 County Road 1A Oswego, NY 13126	d. Employer Representative Chris Smith	e. Telephone No. (315) 349-0121
f. Type of Establishment (factory, mine, wholesaler, etc.) Factory	g. Identify principal product or service aluminum rolls	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1), and (3) of the National Labor Relations Act, and these unfair labor practices are unfair practices, affecting commerce within the meaning of the Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)		
<p>On or about January 28, 2014, the above named Employer, through its officers, agents and representatives, unlawfully interrogated employees about their union support.</p> <p>On or about January 28, 2014, the above named Employer, through its officers, agents and representatives, unlawfully threatened employees with a schedule change, removal of a shift and loss of jobs if the Union is voted in.</p> <p>By the above and other acts, the above named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.</p>		
3. Full EMPLOYER name of party filing charge (if labor organization, give full name, including local name and number) United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC		
4a. Address (street and number, city, state and ZIP code) Five Gateway Center Room 913 Pittsburgh, PA 15222	4b. Telephone No. (412) 562-2529 Fax (412) 562-2555	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization. United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC		
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		
By <u>Bud M. Mille</u> Signature of representative or person making charge Address Five Gateway Center Room 913 Pittsburgh, PA 15222	Telephone No. (412) 562-2529 Fax (412) 562-2555	Title Organizing Counsel, USW Date January 30, 2014

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT
(U.S. CODE, TITLE 18, SECTION 1001)

General Counsel's Exhibit 1(cg)

A-0493

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

NOVELIS CORPORATION

Charged Party

and

UNITED STEEL, PAPER & FORESTRY,
RUBBER, MFG, ENERGY, ALLIED IND &
SERVICE WORKERS INT'L UNION, AFL-C

Charging Party

Case 03-CA-121579

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on January 31, 2014, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

CHRIS SMITH
NOVELIS CORPORATION
448 COUNTY ROAD 1A
OSWEGO, NY 13126

January 31, 2014

Date

LOUIS F. PORTO, Designated Agent of
NLRB

Name

/s/LOUIS F. PORTO

Signature

02-18-14; 12:15PM;

; 412-562-2555

2 / 3

FORM NLRB-501
UNDER 44 U.S.C. 3512

FORM EXEMPT

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
03-CA-122766	2/19/2014

INSTRUCTIONS

File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer Novelis Corporation.	b. Number of workers employed approximately 590
c. Address (street, city, state, ZIP code) 448 County Road 1A Oswego, NY 13126	d. Employer Representative Chris Smith
e. Telephone No. (315) 349-0121	f. Identify principal product or service aluminum rolls
g. Type of Establishment (factory, mine, wholesaler, etc.) Factory	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1), and (3) of the National Labor Relations Act, and these unfair labor practices are unfair practices, affecting commerce within the meaning of the Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)	
<p>On or about February 17, 2014, and at times thereafter, the above named Employer, through its officers, agents and representatives, unlawfully altered nlr documents and presented the altered documents in an effort to mislead employees.</p> <p>On or about February 17, 2014, and at times thereafter, the above named Employer, through its officers, agents and representatives, unlawfully threatened employees with a loss of Sunday premium pay and overtime benefits claiming the Union had filed charges that required it do so when in fact the Union had never filed such charges nor in any way requested that such benefits be taken away.</p>	
By the above and other acts, the above named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.	
3. Full EMPLOYER name of party filing charge (If labor organization, give full name, including local name and number) United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC	
4a. Address (street and number, city, state and ZIP code) Five Gateway Center Room 913 Pittsburgh, PA 15222	4b. Telephone No. (412) 562-2529 Fax (412) 562-2555
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization. United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC	
6. DECLARATION	
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
By <u>Rand Marshall</u> Signature of representative or person making charge	Title Organizing Counsel, USW
Address Five Gateway Center Room 913 Pittsburgh, PA 15222	Telephone No. (412) 562-2529 Fax (412) 562-2555
	Date February 18, 2014

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT
(U.S. CODE, TITLE 18, SECTION 1001)

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

NOVELIS CORPORATION

Charged Party

and

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION, AFL-
CIO, CLC**

Charging Party

Case 03-CA-122766

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on February 19, 2014, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

CHRIS SMITH
448 COUNTY ROAD 1A
OSWEGO, NY 13126

February 19, 2014

Date

Katy L. Domagala, Designated Agent of
NLRB

Name

/s/Katy L. Domagala

Signature

FEB-28-2014 10:27
02-28-14 10:27 AM

NLRB REG 3

716 551 4972 P.02

FORM EXEMPT

FORM NLRB-501
UNDER 44 U.S.C. 3512UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 03-CA-123346	Date Filed 2/28/2014

INSTRUCTIONS

File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer Novelis Corporation.,	b. Number of workers employed approximately 590
c. Address (street, city, state, ZIP code) 448 County Road 1A Oswego, NY 13126	d. Employer Representative Chris Smith
e. Telephone No. (315) 349-0121	f. Identify principal product or service aluminum rolls
g. Type of Establishment (factory, mine, wholesaler, etc.) Factory	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1), and (3) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)	
<p>On or about February 17 and 18, 2014, and at times thereafter, the above named Employer, through its officers, agents and representatives, unlawfully threatened employees with a substantial reduction in pay and benefits if the Union was voted in.</p> <p>On or about February 17 and 18, 2014, and at times thereafter, the above named Employer, through its officers, agents and representatives, unlawfully threatened employees with futility in bargaining if the Union was voted in.</p> <p>On or about February 17 and 18, 2014, and at times thereafter, the above named Employer, through its officers, agents and representatives, unlawfully threatened employees with mandatory overtime if the Union was voted in.</p> <p>On or about February 17 and 18, 2014, and at times thereafter, the above named Employer, through its officers, agents and representatives, unlawfully threatened employees with loss of business if the Union was voted in.</p> <p>On or about February 17 and 18, 2014, and at times thereafter, the above named Employer, through its officers, agents and representatives, unlawfully threatened employees with layoffs if the Union was voted in.</p> <p>On or about February 17 and 18, 2014, and at times thereafter, the above named Employer, through its officers, agents and representatives, unlawfully threatened employees with a plant shutdown if the Union was voted in.</p> <p>By the above and other acts, the above named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.</p>	
3. Full EMPLOYER name of party filing charge (if labor organization, give full name, including local name and number) United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC	
4a. Address (street and number, city, state and ZIP code) Five Gateway Center Room 913 Pittsburgh, PA 15222	4b. Telephone No. (412) 562-2529 Fax (412) 562-2555
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization. United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
By <u>Brad Marshall</u> Signature of representative or person making charge Address Five Gateway Center Room 913 Pittsburgh, PA 15222	Title Organizing Counsel, USW Telephone No. (412) 562-2529 Fax (412) 562-2555 Date February 27, 2014

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT
(U.S. CODE, TITLE 18, SECTION 1001)

General Counsel's Exhibit (12)

A-0497

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

NOVELIS CORPORATION

Charged Party

and

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL & SERVICE WORKERS
INTERNATIONAL UNION, AFL-CIO, CLC
(ALSO KNOWN AS USW)**

Charging Party

Case 03-CA-123346

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on February 28, 2014, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

CHRIS SMITH
NOVELIS CORPORATION
448 COUNTY ROAD 1A
OSWEGO, NY 13126

February 28, 2014

Date

/s/ Miriam Genna, Designated Agent of
NLRB

Name

Miriam Genna

Signature

APR-22-2014 08:54

NLRB REG 3

716 551 4972 P.05
412-562-2529

2

FORM EXEMPT UNDER 44 U.S.C. 3512

FORM NLRB-501
(11-88)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER
1st AMENDED

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
03-CA-123346	4/22/2014

INSTRUCTIONS: File an original of this charge with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer: Novelis Corporation	b. Number of workers employed: 600
c. Address (street, city, state, ZIP code) 448 County Road 1A Oswego, NY 13126	d. Employer Representative Chris Smith, Plant Manager
e. Type of Establishment (factory, mine, wholesaler, etc.): Factory	f. Telephone No. 315-349-0121
g. Identify principal product or service: aluminum rolls	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.	
<p>Basis of the Charge</p> <p>Since on or about February 17 and 18, 2014, and at times thereafter, the above Employer, through its officers, agents, and representatives, has interfered with, restrained, and coerced employees of Novelis Corporation by threatening employees with a reduction in pay and benefits if the Union was elected.</p> <p>Since on or about February 17 and 18, 2014, it, through its officers, agents, and representatives, has interfered with, restrained, and coerced employees of Novelis Corporation by unlawfully threatening employees with more onerous working conditions, including mandatory overtime, if the Union was elected.</p> <p>Since on or about February 17 and 18, 2014, it, through its officers, agents, and representatives, has interfered with, restrained, and coerced employees of Novelis Corporation by unlawfully threatening employees with loss of business if the Union was elected.</p> <p>Since on or about February 17 and 18, 2014, it, through its officers, agents, and representatives, has interfered with, restrained, and coerced employees of Novelis Corporation by unlawfully threatening employees with layoffs if the Union was elected.</p> <p>Since on or about February 17 and 18, 2014, it, through its officers, agents, and representatives, has interfered with, restrained, and coerced employees of Novelis Corporation by unlawfully threatening employees with a plant shutdown if the Union was elected.</p> <p>By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.</p>	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC	
4a. Address (street and number, city, state, and ZIP code) Five Gateway Center Room 913 Pittsburgh, PA 15222	4b. Telephone No. 412-562-2529 Fax: 412-562-2555
5. Full name of national or international labor organization of which it is an affiliate or constituent unit United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC	
6. DECLARATION	
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
By <u><i>Brad Marshall</i></u> (signature of representative or person making charge)	Organizing Counsel, USW (title if any)
Address Five Gateway Center Room 913 Pittsburgh, PA 15222	412-562-2529 (Telephone No.)
	4-21-14 (date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U. S. CODE, TITLE 18, SECTION 1001) jmk

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

NOVELIS CORPORATION

Charged Party

and

Case 03-CA-123346

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL & SERVICE WORKERS
INTERNATIONAL UNION, AFL-CIO, CLC
(ALSO KNOWN AS USW)**

Charging Party

AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on April 22, 2014, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

CHRIS SMITH
NOVELIS CORPORATION
448 COUNTY ROAD 1A
OSWEGO, NY 13126

Kenneth L. Dobkin, Senior Counsel
NOVELIS CORPORATION
3560 Lenox Road
Suite 2000
Atlanta, GA 30326

KURT A. POWELL, ESQ.
HUNTON & WILLIAMS LLP
600 Peachtree St NE Ste 4100
Atlanta, GA 30308-2216

ROBERT T. DUMBACHER, ESQ.
HUNTON & WILLIAMS LLP
600 W Peachtree St NW Ste 4100
Atlanta, GA 30308-2216

General Counsel's Exhibit 761

April 22, 2014

Date

LOUIS F. PORTO, Designated Agent of
NLRB

Name

/s/LOUIS F. PORTO

Signature

MAR-03-2014 15:31
00 00 17.00.00 m)

NLRB REG 3

716 551 4972 P.02
1716 006 1006FORM NLRB-501
UNDER 44 U.S. 3512

FORM EXEMPT

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 03-CA-123526	Date Filed 3/3/2014

INSTRUCTIONS

File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor practices occurred or is occurring.

1. AGAINST WHOM CHARGE IS BROUGHT		
a. Name of Employer Novelis Corporation.,	b. Number of workers employed approximately 580	
c. Address (street, city, state, ZIP code) 448 County Road 1A Oswego, NY 13126	d. Employer Representative Chris Smith	e. Telephone No. (315) 349-0121
f. Type of Establishment (factory, mine, wholesaler, etc.) Factory	g. Identity principal product or service aluminum rolls	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1), and (5) of the National Labor Relations Act, and these unfair labor practices are unfair practices, affecting commerce within the meaning of the Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)		
<p>Since on or about January 7, 2014, and at all times thereafter, the above named Employer, through its officers, agents and representatives, unlawfully refused to bargain with the Union despite it having majority support as the collective bargaining representative of the bargaining unit employees.</p> <p>By the above and other acts, the above named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.</p>		
3. Full EMPLOYER name of party filing charge (If labor organization, give full name, including local name and number) United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC		
4a. Address (street and number, city, state and ZIP code) Five Gateway Center Room 913 Pittsburgh, PA 15222	4b. Telephone No. (412) 562-2529 Fax (412) 562-2555	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization. United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC		
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		
By <u>Basil M. Wells</u> Signature of representative or person making charge Address Five Gateway Center Room 913 Pittsburgh, PA 15222	Telephone No. (412) 562-2529 Fax (412) 562-2555	Title Organizing Counsel, USW Date March 3, 2014, 2014

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT
(U.S. CODE, TITLE 18, SECTION 1001)

General Counsel's Exhibit 1(c)

A-0502

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

NOVELIS CORPORATION

Charged Party

and

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION, AFL-
CIO/CLC**

Charging Party

Case 03-CA-123526

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on March 4, 2014, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

CHRIS SMITH
NOVELIS CORPORATION
448 COUNTY ROAD 1A
OSWEGO, NY 13126

March 4, 2014

Date

LOUIS F. PORTO, Designated Agent of
NLRB

Name

/s/LOUIS F. PORTO

Signature

HKK-15-2014 17/03

NLRB REG 3

716 551 4972 P.02

FORM NLRB-501
UNDER 44 US..3512

FORM EXEMPT

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
03-CA-126738	4/17/2014

INSTRUCTIONS

File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer Novellis Corporation.,	b. Number of workers employed approximately 590
c. Address (street, city, state, ZIP code) 448 County Road 1A Oswego, NY 13126	d. Employer Representative Chris Smith
e. Telephone No. (315) 349-0121	f. Type of Establishment (factory, mine, wholesaler, etc.) Factory
g. Identify principal product or service aluminum rolls	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1), and (3) of the National Labor Relations Act, and these unfair labor practices are unfair practices, affecting commerce within the meaning of the Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)	
<p>On or about April 4, 2014, the above named Employer, through its officers, agents and representatives, unlawfully threatened employees Everett Abare in retaliation for exercising his Section 7 rights.</p> <p>On or about April 11, 2014, the above named Employer, through its officers, agents and representatives, unlawfully lowered employee Everett Abare's pay and removed him from crew leader, fire and safety positions, and training positions in retaliation for exercising his Section 7 rights.</p> <p>The above named Employer, through its officers, agents and representatives, is unlawfully maintaining an overly broad non-discussion policy.</p> <p>The above named Employer, through its officers, agents and representatives, is discriminatorily enforcing a non-discussion policy.</p> <p>On or about April 4, 2014, and at other times, the above named Employer, through its officers, agents and representatives, unlawfully engaged in surveillance and creating the impression of surveillance.</p> <p>On or about February 15, 2014, the above named Employer, through its officers, agents and representatives, unlawfully threatened to withhold improvements in working conditions if the union was voted in and blamed the union for making it withhold improvements in working conditions.</p> <p>By the above and other acts, the above named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.</p>	
3. Full EMPLOYER name of party filing charge (If labor organization, give full name, including local name and number) United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC	
4a. Address (street and number, city, state and ZIP code) Five Gateway Center Room 913 Pittsburgh, PA 15222	4b. Telephone No. (412) 562-2529 Fax (412) 562-2555
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization, United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC)	
6. DECLARATION	
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
By <u>David M. Magatello</u> Signature of representative or person making charge Address Five Gateway Center Room 913 Pittsburgh, PA 15222	Title Organizing Counsel, USW Telephone No. (412) 562-2529 Fax (412) 562-2555 Date April 18, 2014

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT
(U.S. CODE, TITLE 18, SECTION 1001)

General Counsel's Exhibit 109)

A-0504

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

NOVELIS CORPORATION

Charged Party

and

Case 03-CA-126738

**UNITED STEEL PAPER AND FORESTRY
RUBBER MANUFACTURING ENERGY
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
("UNITED STEELWORKERS")**

Charging Party

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on April 17, 2014, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

CHRIS SMITH
NOVELIS CORPORATION
448 COUNTY ROAD 1A
OSWEGO, NY 13126

April 17, 2014

Date

LOUIS F. PORTO, Designated Agent of
NLRB

Name

/s/LOUIS F. PORTO

Signature

General Counsel's Exhibit 2(h)

MAY-21-2014 16:26

NLRB REG 3

716 551 4972 P.02

FORM NLRB-501
(11-88)

FORM EXEMPT UNDER 44 U.S.C. 3512

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER
1st AMENDED

DO NOT WRITE IN THIS SPACE	
Case 03-CA-126738	Date Filed 5/22/2014

INSTRUCTIONS: File an original of this charge with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

EMPLOYER AGAINST WHOM CHARGE IS BROUGHT		
a. Name of Employer: Novelis Corporation	b. Number of workers employed: 600	
c. Address (street, city, state, ZIP code) 448 County Road 1A Oswego, NY 13126	d. Employer Representative Chris Smith, Plant Manager	Telephone No. 315-349-0121
e. Type of Establishment (factory, mine, wholesaler, etc.): Factory	g. Identify principal product or service: aluminum rolls	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (3) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.		
<p>Basis of the Charge</p> <p>On or about April 11, 2014, the Employer, through its officers, agents and representatives, unlawfully demoted employee Everett Abare when it removed him from crew leader, fire and safety positions, and training positions in retaliation for engaging in protected concerted and union activities.</p> <p>The Employer, through its officers, agents and representatives is maintaining an overly broad social media policy.</p> <p>The Employer, through its officers, agents and representatives is discriminatorily enforcing its social media policy.</p> <p>On or about February 15, 2014, the Employer, through its officers, agents and representatives solicited grievances and promised to remedy them.</p>		
By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.		
3. Full name of party filing charge (if labor organization, give full name, including local name and number) United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC		
4a. Address (street and number, city, state, and ZIP code) Five Gateway Center Room 913 Pittsburgh, PA 15222	4b. Telephone No. 412-562-2529 Fax: 412-562-2555	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC		
6. DECLARATION		
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		
By <u>Brad Manzolillo</u> (signature of representative or person making charge)	Brad Manzolillo	Organizing Counsel, USW title if (any)
Address Five Gateway Center Room 913 Pittsburgh, PA 15222	412-562-2529 (Telephone No.)	5-21-14 (date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U. S. CODE, TITLE 18, SECTION 1001) jmk

General Counsel's Exhibit 7(s)
TOTAL P.02

A-0506

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

NOVELIS CORPORATION

Charged Party

and

Case 03-CA-126738

**UNITED STEEL PAPER AND FORESTRY
RUBBER MANUFACTURING ENERGY
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
("UNITED STEELWORKERS")**

Charging Party

AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on May 22, 2014, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

CHRIS SMITH
NOVELIS CORPORATION
448 COUNTY ROAD 1A
OSWEGO, NY 13126

Kenneth L. Dobkin, Senior Counsel
NOVELIS CORPORATION
3560 Lenox Road
Suite 2000
Atlanta, GA 30326

KURT A. POWELL, ESQ.
HUNTON & WILLIAMS LLP
600 Peachtree St NE Ste 4100
Atlanta, GA 30308-2216

ROBERT T. DUMBACHER, ESQ.
HUNTON & WILLIAMS LLP
600 W Peachtree St NW Ste 4100
Atlanta, GA 30308-2216

General Counsel's Exhibit 2(+)

May 22, 2014

Date

LOUIS F. PORTO, Designated Agent of
NLRB

Name

/s/LOUIS F. PORTO

Signature

APR-21-2014 16:06

NLRB REG 3

716 551 4972 P.02

FORM NLRB-501
UNDER 44 U.S.C. 3512

FORM EXEMPT

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 03-CA-127024	Date Filed 4/21/2014

INSTRUCTIONS

File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. AGAINST WHOM CHARGE IS BROUGHT		
a. Name of Employer Novelis Corporation,	b. Number of workers employed approximately 590	
c. Address (street, city, state, ZIP code) 448 County Road 1A Oswego, NY 13126	d. Employer Representative Chris Smith	e. Telephone No. (315) 349-0121
f. Type of Establishment (factory, mine, wholesaler, etc.) Factory	g. Identify principal product or service aluminum rolls	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1), and (3) of the National Labor Relations Act, and those unfair labor practices are unfair practices, affecting commerce within the meaning of the Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)		
<p>On or about January 9, 2014, the above named Employer, through its officers, agents and representatives, unlawfully granted benefits and then unlawfully manipulated documents to make it appear that the Union was seeking to rescind those benefits. (While the Union believes those benefits were unlawfully granted to interfere with employees' rights to a free and uncovered election, the Union fully opposes the Employer rescinding those benefits, believes it would be unlawful for the Employer to do so, and has filed charges against the Employer for threatening to do so).</p>		
By the above and other acts, the above named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.		
3. Full EMPLOYER name of party filing charge (if labor organization, give full name, including local name and number) United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC		
4a. Address (street and number, city, state and ZIP code) Five Gateway Center Room 913 Pittsburgh, PA 15222	4b. Telephone No. (412) 562-2529 Fax (412) 562-2555	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization. United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC		
6. DECLARATION		
(I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		
By <u>Randy Marshall</u> Signature of representative or person making charge	Title Organizing Counsel, USW	
Address Five Gateway Center Room 913 Pittsburgh, PA 15222	Telephone No. (412) 562-2529 Fax (412) 562-2555	Date April 21, 2014, 2014

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT
(U.S. CODE, TITLE 18, SECTION 1001)General Counsel's Exhibit *RCU*

A-0509

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

NOVELIS CORPORATION

Charged Party

and

**UNITED STEEL WORKERS INTERNATIONAL
UNION**

Charging Party

Case 03-CA-127024

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on April 22, 2014, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

CHRIS SMITH
NOVELIS CORPORATION
448 COUNTY ROAD 1A
OSWEGO, NY 13126

April 22, 2014

Date

LOUIS F. PORTO, Designated Agent of
NLRB

Name

/s/LOUIS F. PORTO

Signature

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRD REGION**

NOVELIS CORPORATION

and

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS, INTERNATIONAL UNION,
AFL-CIO**

**Cases 03-CA-121293
03-CA-121579
03-CA-122766
03-CA-123346
03-CA-123526
03-CA-127024**

**ORDER CONSOLIDATING CASES, CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Cases 03-CA-121293, 03-CA-121579, 03-CA-122766, 03-CA-123346, 03-CA-123526, and 03-CA-127024, which are based on charges filed by United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied Industrial and Service Workers, International Union, AFL-CIO, (Union), against Novelis Corporation (Respondent) are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act) and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act as described below:

I

(a) The charge in Case 03-CA-121293 was filed by the Union on January 27, 2014, and a copy was served by regular mail on Respondent on the same date.

General Counsel's Exhibit 7(w)

(b) The amended charge in Case 03-CA-121293 was filed by the Union on April 22, 2014, and a copy was served by regular mail on Respondent on the same date.

(c) The charge in Case 03-CA-121579 was filed by the Union on January 30, 2014, and a copy was served by regular mail on Respondent on January 31, 2014.

(d) The charge in Case 03-CA-122766 was filed by the Union on February 19, 2014, and a copy was served by regular mail on Respondent on the same date.

(e) The charge in Case 03-CA-123346 was filed by the Union on February 28, 2014, and a copy was served by regular mail on Respondent on the same date.

(f) The amended charge in Case 03-CA-123346 was filed by the Union on April 22, 2014, and a copy was served by regular mail on Respondent on the same date.

(g) The charge in Case 03-CA-123526 was filed by the Union on March 3, 2014, and a copy was served by regular mail on Respondent on March 4, 2014.

(h) The charge in Case 03-CA-127024 was filed by the Union on April 22, 2014, and a copy was served by regular mail on Respondent on the same date.

II

(a) At all material times, Respondent, a corporation with a place of business located at 448 County Road 1A, Oswego, New York, (Respondent's Oswego facility) has been engaged in the manufacture of rolled aluminum products.

(b) During the past twelve months, Respondent, in conducting its operations described above in paragraph II(a), purchased and received at its Oswego facility, goods valued in excess of \$50,000 directly from points outside the State of New York.

III

At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

IV

At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

V

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and/or agents of Respondent within the meaning of Section 2(13) of the Act:

Phil Martens	--	President and Chief Executive Officer
Marco Palmieri	--	Senior Vice President and President
Chris Smith	--	Plant Manager
Peter Sheftic	--	Human Resource Manager
Tom Granbois	--	Remelt Engineering Maintenance Reliability and Automation Leader
Duane Gordon	--	Remelt Operations Leader
Jason Bro	--	Cold Mill Operations Leader
Dan Taylor	--	Shipping Receiving and Packaging Associate Leader
Doug Borer	--	Operations Leader, Hot Mill
Warren Smith	--	Director, CASH Operations
Andrew Biggs	--	Associate Leader, CASH
Paul Elia	--	Associate Leader, CASH
Craig Formoza	--	Manufacturing Unit Manager, CASH

VI

About January 9, 2014, Respondent, at its Oswego facility, in response to the Union's organizing campaign, restored its practice of providing employees with Sunday premium pay and permitting employees to use personal time on Sunday as time worked.

VII

About February 17 and February 18, 2014, Respondent, by Phil Martens, at Respondent's Oswego facility:

- (a) Impliedly threatened employees that the plant would close if they selected the Union as their bargaining representative.
- (b) Threatened employees with a reduction in wages if they selected the Union as their bargaining representative.
- (c) Threatened employees with more onerous working conditions, including mandatory overtime, if they selected the Union as their bargaining representative.
- (d) Disparaged the Union by displaying a redacted Board letter and telling employees that the Union had filed a charge regarding the restoration of the Sunday premium pay and employees' use of personal time on Sunday as time worked, at a time when no such charge had been filed.

VIII

Respondent, by Chris Smith, at Respondent's Oswego facility:

- (a) About February 17 and 18, 2014, threatened employees that if they elected the Union, Respondent would lose business.
- (b) About February 17 and 18, 2014, disparaged the Union by displaying a redacted Board letter and telling employees that the Union had filed a charge regarding the restoration of

the Sunday premium pay and employees' use of personal time on Sunday as time worked, at a time when no such charge had been filed.

(c) About February 17, 2014, threatened employees that Respondent would have to rescind Sunday premium pay and overtime benefits if it pled guilty to the Union's charge.

(d) About February 17 and 18, 2014, threatened employees with more onerous working conditions, including mandatory overtime, if they selected the Union as their bargaining representative.

(e) About February 18, 2014, threatened employees that if Respondent pled guilty to the Union's charge that it unlawfully restored Sunday premium pay, it would have to rescind the benefit retroactive to January 1, 2014.

IX

About January 28, 2014, Respondent, by Craig Formoza, at Respondent's Oswego facility:

(a) Threatened employees with more onerous working conditions if they selected the Union as their bargaining representative.

(b) Threatened employees that selecting the Union as their bargaining representative would result in a loss of jobs.

(c) Interrogated employees about their union membership, activities, and sympathies.

X

Respondent, by Jason Bro, at Respondent's Oswego facility:

(a) About January 12, 2014, interrogated employees about the union membership, activities, and sympathies of other employees.

(b) About January 23 and January 30, 2014, interrogated and coerced its employees about their union membership, activities, and sympathies by asking them how they would vote if they did not want the Union.

(c) About January 23, 2014 at Respondent's Oswego facility, threatened employees by telling them that they did not have to work for Respondent if they did not like it.

(d) About January 23, 2014, prohibited employees from wearing union insignia on their uniforms while permitting employees to wear anti-union and other insignia.

XI

(a) On a date unknown to the General Counsel but within the knowledge of Respondent, Respondent promulgated and since then has maintained the following rule:

Employees are prohibited from distributing any literature related to Section 7 solicitations within the facility and from posting any literature related to Section 7 solicitations on Company bulletin boards in work areas.

(b) Since about July 27, 2013, Respondent, has maintained the following rule:

Novelis prohibits solicitation and distribution in working areas of its premises and during work time (including Company e-mail or any other Company distribution lists).

The Company maintains bulletin boards to communicate Company information to employees and to post required notices. Any unauthorized posting of notices, photographs or other printed or written materials on bulletin boards or in other working areas and during working time is prohibited. Employees are prohibited from soliciting funds or signatures, conducting membership drives, posting, distributing literature or gifts, offering to sell or to purchase merchandise or services (except as approved for Novelis business purposes) or engaging in any other solicitation, distribution or similar activity on Company premises or via Company resources during working times and in working areas.

XII

Respondent, by the individuals named below on the dates opposite their respective names, at Respondent's Oswego facility, selectively and disparately enforced the rules described above in paragraph XI(a) and (b) by prohibiting union solicitations and distributions, while permitting nonunion and anti-union solicitations and distributions in employee work and break areas and on bulletin boards:

- (a) Tom Granbois -- About January 23, 2014
- (b) Duane Gordon -- About January 21, 2014
- (c) Jason Bro -- About January 12, 21 and 23, 2014
- (d) Dan Taylor -- About January 23, 2014

XIII

(a) The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

Included: All full-time and regular part-time employees employed by the Employer at its Oswego, New York facility, including the classifications of Cold Mill Operator, Finishing Operator, Recycling Operator, Remelt Operator, Crane Technician, Mechanical Technician, Welding Technician, Remelt Operations Assistant, Hot Mill Operator, Electrical Technician, Process Technician, Mobile Equipment Technician, Roll Shop Technician, Production Process & Quality Technician, Production Process & Quality Specialist, EHS Facilitator, Planner, Shipping Receiving & Packing Specialist, Stores Technician, Maintenance Technician, Machinist, Facility Technician, and Storeroom Agent.

Excluded: Office clerical employees and guards, professional employees, and supervisors as defined in the Act, and all other employees.

(b) About January 8, 2014, a majority of the Unit designated the Union as their exclusive collective-bargaining representative for the purposes of collective bargaining.

(c) About January 8, 2014, the Union, by letter, requested that Respondent recognize it as the exclusive collective-bargaining representative and bargain collectively with the Union as the exclusive bargaining representative of the Unit.

(d) At all times since January 9, 2014, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

XIV

The serious and substantial unfair labor practice conduct described above in paragraphs VI through XII is such that there is only a slight possibility of traditional remedies erasing their effects and conducting a fair election. Therefore, on balance, the employees' sentiments regarding representation, having been expressed through authorization cards, would be protected better by issuance of a bargaining order.

XV

The allegations described above in paragraph XIV requesting the issuance of a bargaining order are supported by, among other things:

(a) Phil Martens and Chris Smith are high-ranking supervisors responsible for the discriminatory conduct described above in paragraphs VI through VIII;

(b) the conduct described above in paragraphs VI through XII has not been retracted;

(c) there are approximately 599 employees in the Unit described above in paragraph XIII;

(d) the conduct described above in paragraphs VI through VIII was immediately directed at approximately 599 employees;

(e) 599 employees learned or were likely to learn of the conduct described above in paragraphs VI through VIII;

(f) the conduct described above in paragraphs VI through XII commenced immediately on the heels of the Respondent's knowledge of the Union's campaign.

XVI

Since about January 9, 2014, Respondent has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the Unit.

XVII

By the conduct described above in paragraphs VI through XII, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act, in violation of Section 8(a)(1) of the Act.

XVIII

By the conduct described above in paragraph XVI, Respondent has been failing and refusing to bargain collectively with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

XIX

The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraphs VI through XII, the General Counsel seeks an Order requiring that the Notice be read to employees during working time by Phil Martens or Chris Smith in the presence of a Board Agent.

The General Counsel seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. The answer must be received by this office on or before May 20, 2014, or postmarked on or before May 19, 2014. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

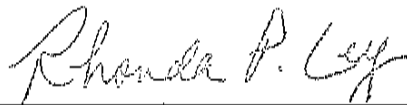
An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a consolidated complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile

transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on June 16, 2014, at 1:00 p.m., at a place to be designated in Syracuse, New York, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

DATED at Buffalo, New York, this 6th day of May, 2014.



RHONDA P. LEY, Regional Director
National Labor Relations Board – Region 3
Niagara Center Building
130 S. Elmwood Avenue, Suite 630
Buffalo, New York 14202

Attachments

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 3

NOVELIS CORPORATION

and

UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION, AFL-CIO,
CLC, UNITED STEEL, PAPER & FORESTRY,
RUBBER, MFG, ENERGY, ALLIED IND &
SERVICE WORKERS INT'L UNION, AFL-C,
UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL & SERVICE WORKERS
INTERNATIONAL UNION, AFL-CIO, CLC
(ALSO KNOWN AS USW), UNITED STEEL,
PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED-
INDUSTRIAL UNION, AFL-CIO, CLC AND
UNITED STEEL WORKERS INTERNATIONAL
UNION

Cases 03-CA-121293;
03-CA-121579;
03-CA-122766;
03-CA-123346;
03-CA-123526;
03-CA-127024

AFFIDAVIT OF SERVICE OF: ORDER CONSOLIDATING CASES,
CONSOLIDATED COMPLAINT AND NOTICE OF HEARING (with forms NLRB-
4338 and NLRB-4668 attached)

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that
on May 6, 2014, I served the above-entitled document(s) by **certified or regular mail**, as noted
below, upon the following persons, addressed to them at the following addresses:

CHRIS SMITH
NOVELIS CORPORATION
448 COUNTY ROAD 1A
OSWEGO, NY 13126

CERTIFIED MAIL,
7009-2820-2441-2533
RETURN RECEIPT REQUESTED

Kenneth L. Dobkin, Senior Counsel
NOVELIS CORPORATION
3560 Lenox Road
Suite 2000
Atlanta, GA 30326

REGULAR MAIL

General Counsel's Exhibit 7(x)

KURT A. POWELL, ESQ.
HUNTON & WILLIAMS LLP
600 Peachtree St NE Ste 4100
Atlanta, GA 30308-2216

REGULAR MAIL

ROBERT T. DUMBACHER, ESQ.
HUNTON & WILLIAMS LLP
600 W Peachtree St NW Ste 4100
Atlanta, GA 30308-2216

REGULAR MAIL

Brad Manzolillo, ESQ.
United Steel Workers International Union
Five Gateway Center, 9th Floor
Pittsburgh, PA 15222

CERTIFIED MAIL
7011-3500-0000-8314-8072
RETURN RECEIPT REQUESTED

JIM ERMI, UE FIELD ORGANIZER
United Steelworkers International Union
FIVE GATEWAY CENTER, Rm. 913
PITTSBURG, PA 15222

CERTIFIED MAIL
7011-3500-0000-8314-8089
RETURN RECEIPT REQUESTED

May 6, 2014

JULIO GONZALEZ, Designated Agent of
NLRB

Date

Name

/S/JULIO GONZALEZ

Signature

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRD REGION

NOVELIS CORPORATION

and

Cases:

UNITED STEEL, PAPER AND FORESTRY,
RUBBER MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS,
INTERNATIONAL UNION, AFL-CIO

03-CA-121293
03-CA-121579
03-CA-122766
03-CA-123346
03-CA-123526
03-CA-127024

NOVELIS CORPORATION'S
ANSWER TO CONSOLIDATED COMPLAINT

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board, Novelis Corporation ("Novelis"), by undersigned counsel, submits this Answer to Consolidated Complaint in response to the Consolidated Complaint and Notice of Hearing ("Complaint") and denies that it committed unfair labor practices as set forth in the National Labor Relations Act, 29-U.S.C. § 151, *et seq.* ("the Act"). Novelis employees voted against the United Steelworkers in a fair secret ballot election. The Complaint seeks to overturn through litigation the majority of votes which, in turn, would disenfranchise those employees who voted against the United Steelworkers by overriding their Section 7 rights. The Complaint also attacks Novelis's lawfully exercised free speech rights that it used to educate employees about the track record of the United Steelworkers and the risks associated with having such an organization represent Novelis employees. Novelis therefore denies all allegations not expressly admitted herein and further responds as follows:

I.

(a) Novelis admits the allegations contained in Paragraph I.(a) of the Complaint.

(b) Novelis admits the allegations contained in Paragraph I.(b) of the Complaint.

(c) Novelis admits the allegations contained in Paragraph I.(c) of the Complaint.

(d) Novelis admits the allegations contained in Paragraph I.(d) of the Complaint.

(e) Novelis admits the allegations contained in Paragraph I.(e) of the Complaint.

(f) Novelis admits the allegations contained in Paragraph I.(f) of the Complaint.

(g) Novelis admits the allegations contained in Paragraph I.(g) of the Complaint.

(h) Novelis admits the allegations contained in Paragraph I.(h) of the Complaint.

II.

(a) Novelis admits the allegations contained in Paragraph II.(a) of the Complaint.

(b) Novelis admits the allegations contained in Paragraph II.(b) of the Complaint.

III.

Novelis admits the allegations contained in Paragraph III.(a) of the Complaint.

IV.

Novelis admits the allegations contained in Paragraph IV.(a) of the Complaint.

V.

Novelis denies the allegations in Paragraph 5 because the phrase "at all material times" is vague and unclear. Novelis admits that the following employees were or are supervisors and/or agents of Novelis during at time periods relevant to the Complaint: Phil Martens, Marco Palmieri, Chris Smith, Tom Granbois, Duane Gordon, Jason Bro, Dan Taylor, Doug Borer, Warren Smith, Andrew Biggs, Paul Elia, Craig Formoza and Peter Sheftic.

VI.

Novelis denies the allegations contained in Paragraph VI of the Complaint.

VII.

(a) Novelis denies the allegations contained in Paragraph VII.(a) of the Complaint.

(b) Novelis denies the allegations contained in Paragraph VII.(b) of the Complaint.

(c) Novelis denies the allegations contained in Paragraph VII.(c) of the Complaint.

(d) Novelis denies the allegations contained in Paragraph VII.(d) of the Complaint.

VIII.

(a) Novelis denies the allegations contained in Paragraph VIII.(a) of the Complaint.

(b) Novelis denies the allegations contained in Paragraph VIII.(b) of the Complaint.

(c) Novelis denies the allegations contained in Paragraph VIII.(c) of the Complaint.

(d) Novelis denies the allegations contained in Paragraph VIII.(d) of the Complaint.

(e) Novelis denies the allegations contained in Paragraph VIII.(e) of the Complaint.

IX.

(a) Novelis denies the allegations contained in Paragraph IX.(a) of the Complaint.

(b) Novelis denies the allegations contained in Paragraph IX.(b) of the Complaint.

(c) Novelis denies the allegations contained in Paragraph IX.(c) of the Complaint.

X.

(a) Novelis denies the allegations contained in Paragraph X.(a) of the Complaint.

(b) Novelis denies the allegations contained in Paragraph X.(b) of the Complaint.

(c) Novelis denies the allegations contained in Paragraph X.(c) of the Complaint.

(d) Novelis denies the allegations contained in Paragraph X.(d) of the Complaint.

XI.

(a) Novelis admits the allegations contained in Paragraph XI.(a) of the Complaint.

(b) Novelis admits the allegations contained in Paragraph XI.(b) of the Complaint.

XII.

(a) Novelis denies the allegations contained in Paragraph XII.(a) of the Complaint.

(b) Novelis denies the allegations contained in Paragraph XII.(b) of the Complaint.

(c) Novelis denies the allegations contained in Paragraph XII.(c) of the Complaint.

(d) Novelis denies the allegations contained in Paragraph XII.(d) of the Complaint.

XIII.

(a) Novelis admits the allegations contained in Paragraph XIII.(a) of the Complaint.

(b) Novelis denies the allegations contained in Paragraph XIII.(b) of the Complaint.

(c) Novelis admits the allegations contained in Paragraph XIII.(c) of the Complaint.

(d) Novelis denies the allegations contained in Paragraph XIII.(d) of the Complaint.

XIV.

Novelis denies the allegations contained in Paragraph XIV of the Complaint.

XV.

Novelis denies engaging in any wrongful conduct and denies that there is any basis whatsoever for imposition of a bargaining order that would override the free choice made by a majority of employees in the election. Novelis denies the allegations of Subparagraphs (a) through (f) of Paragraph XV.

XVI.

Novelis denies that it has any obligation to recognize and bargain with the Union. Employees voted against union representation in a fair secret ballot election and that result cannot be overturned without violating the Section 7 rights of the employees who freely voted against union representation and the free speech rights of Novelis. Novelis denies the allegations of Paragraph XVI.

XVII.

Novelis denies the allegations contained in Paragraph XVII of the Complaint.

XVIII.

Novelis denies the allegations contained in Paragraph XVIII of the Complaint.

XIX.

Novelis denies engaging in unfair labor practices and therefore denies the allegations in Paragraph XIX.

WHEREFORE, Novelis denies engaging in any unlawful conduct and denies that any remedy would be necessary or proper. Novelis denies that an Order requiring that a Notice be

read to employees during working time by Mr. Martens or Mr. Smith in the presence of a Board Agent is appropriate.

AFFIRMATIVE AND OTHER DEFENSES

Without waiving or excusing the burden of proof of the General Counsel, or admitting that Novelis has any burden of proof, Novelis hereby asserts the following affirmative or other defenses:

FIRST DEFENSE

The Complaint should be dismissed because Novelis has not interfered with, restrained or coerced any employee in violation of the Act in the exercise of any rights he had under Section 7 of the Act.

SECOND DEFENSE

The Complaint should be dismissed because Novelis did not take any actions in violation of the Act and has acted at all times in accordance with the Act and applicable NLRB precedent.

THIRD DEFENSE

The Complaint should be dismissed in part because certain allegations, even if true, do not violate the Act.

FOURTH DEFENSE

The Complaint should be dismissed in part because even if Novelis took actions in response to protected concerted activity, which Novelis expressly denies, Novelis would have taken the same conduct even in the absence of protected concerted activity.

FIFTH DEFENSE

The Complaint should be dismissed in part because Novelis is permitted to express or disseminate views, arguments, or opinions, as long as such expression contains no threat of reprisal or force or promise of benefit.

SIXTH DEFENSE

The Complaint should be dismissed in part because certain aspects impermissibly attack Novelis' rights of free expression.

SEVENTH DEFENSE

The Relief sought should be denied as inconsistent with the Act and unwarranted under the circumstances.

EIGHTH DEFENSE

The Relief sought pertaining to the issuance of a bargaining order is inappropriate and inconsistent with the Act because it cannot be demonstrated that the possibility of conducting a fair rerun election is slight, it is inconsistent with the Section 7 rights of employees to not join unions, to vote against unions and to actively oppose unions, the General Counsel cannot carry its burden in demonstrating that the Union ever had majority support and even if it could, the reasons for loss of majority support are unrelated to any alleged unlawful conduct by Novelis.

NINTH DEFENSE

Novelis reserves the right to assert additional defenses during the course of this action.

TENTH DEFENSE

Novelis asserts that the Complaint is not substantially justified and seeks the recovery of all allowable fees and expenses pursuant to Board Rules and Regulations and all other applicable laws.

WHEREFORE, Novelis respectfully requests that upon final disposition of this Complaint, the Administrative Law Judge and the National Labor Relations Board find that Novelis did not violate the National Labor Relations Act in any of the ways alleged in the Complaint, that Novelis receive an award of all allowable fees and expenses incurred in this

proceeding, and grant such other and further relief, at law or in equity, to which Novelis shows itself to be justly entitled.

Respectfully submitted this 20th day of May, 2014.

HUNTON & WILLIAMS LLP



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600 Peachtree Street, NE
Atlanta, GA 30308
Telephone: 404-888-4000
Facsimile: 404-888-4190
Email: kpowell@hunton.com

Robert T. Dumbacher
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Atlanta, GA 30308
Telephone: 404-888-4000
Facsimile: 404-888-4190
Email: rdumbacher@hunton.com

Attorneys for Respondent NOVELIS
CORPORATION

CERTIFICATE OF SERVICE

I certify that on this 20th day of May, 2014, I caused the foregoing to be electronically filed with the National Labor Relations Board at <http://nrlrb.gov> and a copy of same to be served by U.S. Mail on the following parties of record:

Rhonda P. Ley
Regional Director
National Labor Relations Board – Region 3
Niagara Center Building
130 S. Elmwood Avenue, Suite 630
Buffalo, New York 14202

Mr. Brad Manzollilo
USW Organizing Counsel
Five Gateway Center Room 913
Pittsburgh, PA 15222

Jim Ermi, UE Field Organizer
United Steelworkers International Union
Five Gateway Center, Room 913
Pittsburg, P A 15222



Robert T. Dumbacher

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRD REGION

NOVELIS CORPORATION

and

UNITED STEEL, PAPER AND FORESTRY,
RUBBER MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS, INTERNATIONAL UNION,
AFL-CIO

Cases 03-CA-121293
03-CA-121579
03-CA-122766
03-CA-123346
03-CA-123526
03-CA-127024

NOVELIS CORPORATION

Employer

and

UNITED STEEL, PAPER AND FORESTRY,
RUBBER MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS, INTERNATIONAL UNION,
AFL-CIO

Case 03-RC-120447

Petitioner

ORDER DIRECTING HEARING ON OBJECTIONS AND
ORDER FURTHER CONSOLIDATING CASES AND NOTICE OF HEARING

Pursuant to a Stipulated Election Agreement approved by the undersigned on January 27, 2014,¹ a secret ballot election was conducted on February 20 and 21, among the employees in the following described appropriate collective-bargaining unit:

All full-time and regular part-time employees employed by the Employer at its Oswego, New York facility, including the classifications of Cold Mill Operator, Finishing Operator, Recycling Operator, Remelt Operator, Crane Technician, Mechanical Technician, Welding Technician, Remelt Operations Assistant, Hot Mill Operator, Electrical Technician, Process Technician, Mobile Equipment Technician, Roll Shop Technician, Production Process & Quality Technician, Production Process & Quality Specialist, EHS Facilitator, Planner, Shipping Receiving & Packing Specialist, Stores Technician, Maintenance Technician, Machinist, Facility Technician, and Storeroom Agent excluding office clerical

¹ All dates are 2014, unless otherwise noted.

employees and guards, professional employees, and supervisor as defined in the Act, and all other employees.

The Tally of Ballots prepared at the conclusion of the election revealed that of approximately 599 voters, 571 cast ballots, of which 273 cast ballots for the Petitioner, 287 cast ballots against the Petitioner, and there were 10 challenged ballots, which were insufficient in number to affect the results of the election. A majority of valid ballots cast plus challenged ballots has not been cast for the Petitioner.

On February 27, the Petitioner filed timely Objections to Conduct Affecting the Results of the Election, copies of which were duly served upon the parties. A copy of the Objections is attached hereto as Exhibit 1.

Pursuant to the provisions of Section 102.69 of the Board's Rules and Regulations, a preliminary investigation of the Objections has been conducted, and I hereby reach the following conclusions.

In support of its objections, the Petitioner presented evidence that, during the critical period, the Employer engaged in the acts and conduct specified in the Objections. In the Consolidated Complaint and Notice of Hearing issued in Cases 03-CA-121293, 03-CA-121579, 03-CA-122766, 03-CA-123346, 03-CA-123526 and 03-CA-127024, which issued on May 6, against the Employer, the undersigned on behalf of the General Counsel, alleged certain conduct of the Employer to constitute unfair labor practices in violation of Section 8(a)(1) and (5) of the Act. Conduct alleged as unfair labor practices may be considered in determining whether an election should be set aside. As certain of the conduct described in paragraphs VII, VIII, IX, X, XI, and XII of the above-referenced Consolidated Complaint and Notice of Hearing is also alleged as objectionable conduct in the Petitioner's Objections and is alleged to have occurred on dates between the filing of the petition and the election held in Case 03-RC-120447, the

undersigned concludes that such allegations and the investigation thereof raise substantial issues of fact and credibility which can best be resolved at a formal hearing.

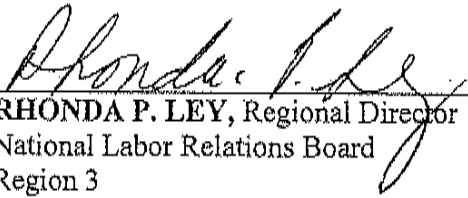
WHEREAS a Consolidated Complaint and Notice of Hearing having issued in Cases 03-CA-121293, 03-CA-121579, 03-CA-122766, 03-CA-123346, 03-CA-123526, and 03-CA-127024 scheduling a hearing to commence on June 16, 2014; and

IT HAVING BEEN DETERMINED by the undersigned, after duly considering the matter, that consolidation for the purpose of hearing Cases 03-CA-121293, 03-CA-121579, 03-CA-122766, 03-CA-123346, 03-CA-123526, 03-CA-127024, and 03-RC-120447 is necessary to effectuate the purposes of the Act and to avoid unnecessary cost and delay;

IT IS HEREBY ORDERED, pursuant to Section 102.33 of the National Labor Relations Board Rules and Regulations, Series 8, as amended, that these cases be consolidated for the purpose of hearing, ruling and decision by an Administrative Law Judge and that thereafter Case 03-RC-120447 shall be transferred to the Board in Washington, D.C. and that the provisions of Section 102.46 and 102.69(e) of the aforementioned rules shall govern the filing of exceptions.

PLEASE TAKE NOTICE that on June 16, 2014, a 1:00 p.m., at a place to be designated in Syracuse, New York, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board on the allegations set forth in the Consolidated Complaint and Notice of Hearing in Cases 03-CA-121293, 03-CA-121579, 03-CA-122766, 03-CA-123346, 03-CA-123526, 03-CA-127024 and on the Objections referenced in this Order Further Consolidating Cases, at which time and place any party within the meaning of Section 102.8 of the Board's Rules and Regulations will have the right to appear in person or otherwise and give testimony.

DATED at Buffalo, New York, this 12th day of May, 2014.



RHONDA P. LEY, Regional Director
National Labor Relations Board
Region 3
Niagara Center Building
130 S Elmwood Ave Ste 630
Buffalo, NY 14202-2465

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 3

In the Matter of)	
)	
UNITED STEELWORKERS, AFL-CIO, CLC)	
)	
Petitioner,)	
	)	Case 3-RC-120447
and)	
)	
NOVELIS CORPORATION)	
)	
)	
Employer)	
)	

OBJECTIONS TO ELECTION

The National Labor Relations Board ("Board") conducted a representation election on February 20-21, 2014 among employees of Novelis Corporation. ("Employer") to see if they wished to be represented by the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Services Workers International Union, AFL-CIO-CLC ("Union"). The Union, on this 27th day of June 2014, hereby submits the following Objections to conduct affecting the results of the Election pursuant to 29 C.F.R. § 102.69 and its rights under the National Labor Relations Act ("Act"). The Union will submit evidence in support of these Objections within seven days of filing as required by 29 C.F.R. § 102.69.

OBJECTIONS

Separately, and cumulatively, the following Objections constitute conduct which prevented a free and uncoerced exercise of choice by the employees, undermining the Board's efforts to provide "a laboratory in which an experiment may be conducted, under conditions as nearly as ideal as possible, to determine the uninhibited desires of the employees." In re Jensen Enterprises, Inc., 339 NLRB No. 105 (2003) (citing General Shoe Corp., 77 NLRB 124 (1948)). Accordingly, these objections constitute grounds to set the election aside:


1. During the critical period before the election, the Employer, by and through its agents, unlawfully maintained and overly broad solicitation and distribution policy in non-work areas by removing union literature thereby interfering with their rights to a fair and uncoerced election.
2. During the critical period before the election, the Employer, by and through its agents, disparately enforced solicitation and distribution policies in non-work areas by removing union literature and replacing it with anti-union literature and allowing other literature thereby interfering with their rights to a fair and uncoerced election.
3. During the critical period before the election, the Employer, by and through its agents, engaged in surveillance and creating the impression of surveillance by policing break areas for union literature and replacing it with anti-union literature thereby interfering with their rights to a fair and uncoerced election.

4. During the critical period before the election, the Employer, by and through its agents engaged in surveillance, creating the impression of surveillance and interrogation by asking employees who left union literature in a work area where other literature is allowed thereby interfering with their rights to a fair and uncoerced election.
5. During the critical period before the election, the Employer, by and through its agents, unlawfully intimidated, coerced, polled, and harassed employees by forcing them to say they would vote against the Union during a captive audience meetings held during work time thereby interfering with their rights to a fair and uncoerced election.
6. During the critical period before the election, the Employer, by and through its agents, disparately enforced solicitation and distribution policies in work areas by removing union literature from an employee bulletin board where other literature is allowed thereby interfering with their rights to a fair and uncoerced election.
7. During the critical period before the election, the Employer, by and through its agents, unlawfully interrogated employees about their union support thereby interfering with their rights to a fair and uncoerced election.
8. During the critical period before the election, the Employer, by and through its agents, threatened employees with a schedule change, removal of a shift and loss of jobs if the Union is voted in thereby interfering with their rights to a fair and uncoerced election.

9. During the critical period before the election, the Employer, by and through its agents, intentionally altered nlr documents and presented the altered documents in an effort to mislead employees thereby interfering with their rights to a fair and uncoerced election.
10. During the critical period before the election, the Employer, by and through its agents, threatened employees with a loss of Sunday premium pay and overtime benefits claiming the Union had filed charges that required it do so when in fact the Union had never filed such charges nor in any way requested that such benefits be taken away thereby interfering with their rights to a fair and uncoerced election.
11. During the critical period before the election, the Employer, by and through its agents, threatened employees with a substantial loss in pay and benefits if they voted the Union in thereby interfering with their rights to a fair and uncoerced election.
12. During the critical period before the election, the Employer, by and through its agents, threatened futility in bargaining if the Union was voted in thereby interfering with their rights to a fair and uncoerced election.
13. During the critical period before the election, the Employer, by and through its agents, threatened employees with mandatory overtime if the Union was voted in thereby interfering with their rights to a fair and uncoerced election.

14. During the critical period before the election, the Employer, by and through its agents, threatened employees with loss of business if the Union was voted in thereby interfering with their rights to a fair and uncoerced election.
15. During the critical period before the election, the Employer, by and through its agents, threatened employees with layoffs thereby interfering with their rights to a fair and uncoerced election.
16. During the critical period before the election, the Employer, by and through its agents, threatened employees with a plant shutdown if the Union was voted in thereby interfering with their rights to a fair and uncoerced election.

Respectfully submitted February 27, 2014,



Brad Manzolillo
USW Organizing Counsel
Five Gateway Center Room 913
Pittsburgh, PA 15222
412-562-2529

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 3

NOVELIS CORPORATION
Employer

and

UNITED STEEL, PAPER AND FORESTRY,
RUBBER MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS, INTERNATIONAL UNION,
AFL-CIO

Case 03-RC-120447

Petitioner

AFFIDAVIT OF SERVICE OF ORDER DIRECTING HEARING ON OBJECTIONS AND
ORDER FURTHER CONSOLIDATING CASES AND NOTICE OF HEARING

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on May 12, 2014, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

Chris Smith
Novelis Corporation
448 County Road 1A
Oswego, NY 13126

Kenneth L. Dobkin, Senior Counsel
Novelis Corporation
3560 Lenox Road, Suite 2000
Atlanta, GA 30326

Bill Fears, Organizer
United Steel, Paper and Forestry, Rubber Manufacturing,
Energy, Allied Industrial and Service Workers,
International Union, AFL-CIO-CLC
23 Bridge St.
Pulaski, NY 13142

May 12, 2014
Date

T. Sanchez, Designated Agent of NLRB
Name

/s/T. Sanchez
Signature

General Counsel's Exhibit { (a) }

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 03**

In the Matter of)	
)	
UNITED STEELWORKERS, AFL-CIO-CLC,)	
)	
Petitioner,	)	Case 3-RC-120447
)	
NOVELIS CORPORATION,)	
)	
Employer.)	
)	

**NOVELIS CORPORATION'S RESPONSE TO
UNION'S OBJECTIONS TO ELECTION**

Pursuant to Section 102.69 of the Board's Rules and Regulations, Novelis Corporation ("the Company") hereby responds to the Objections To Election filed by the Union. The Company asserts that the Union's vague and conclusory objections are meritless, and the results of the election should be certified. Indeed, given the vague and conclusory nature of the objections, it is impossible for Novelis to provide a meaningful response to many of the objections. To the extent that the Regional Office determines that any of the Union's objections may have merit based upon the Union's submission of evidence, the Company asserts that there are substantial and material issues of fact that cannot be resolved through an administrative hearing and that a formal hearing should be conducted, as the Company will produce evidence and/or witnesses refuting each of the Union's objections.

THE COMPANY'S RESPONSE TO THE UNION'S SPECIFIC OBJECTIONS

Without waiving any rights, including the right to adduce additional evidence during the Region's investigation and/or at a hearing, the Company responds to each objection (noting the difficulty given the lack of details in each objection) as follows:

OBJECTION NO. 1: During the critical period before the election, the Employer, by and through its agents, unlawfully maintained and overly broad solicitation and distribution policy in non-work areas by removing union literature thereby interfering with their rights to a fair and uncoerced election.

RESPONSE TO OBJECTION NO. 1: The Company denies that it maintained any unlawful policy. The Company maintained a non-discriminatory, neutral policy that prohibited the use of the Company's bulletin boards in work areas for any Section 7 related solicitations, whether in support of or against the Union. Indeed, as part of this policy, the Company removed several documents posted by employees in work areas that were against Union representation. The Company did not control what employees placed or removed from non-work areas and is not in a position to respond to the possible removal of union literature by employees opposed to union representation. To the extent union or anti-union literature was removed because of its viewpoint, the Company did not participate in or encourage such removal.

OBJECTION NO. 2: During the critical period before the election, the Employer, by and through its agents, disparately enforced solicitation and distribution policies in non-work areas by removing union literature and replacing it with anti-union literature and allowing other literature thereby interfering with their rights to a fair and uncoerced election.

RESPONSE TO OBJECTION NO. 2: The Company denies that it disparately enforced solicitation and distribution policies, as the Company did not remove union literature and replace it with "anti-union" or other literature. See also response to Objection No. 1.

OBJECTION NO. 3: During the critical period before the election, the Employer, by and through its agents, engaged in surveillance and creating the impression of surveillance by policing break areas for union literature and replacing it with anti-union literature thereby interfering with their rights to a fair and uncoerced election.

RESPONSE TO OBJECTION NO. 3: In addition to the responses above, the Company did not replace union literature with "anti-union" literature. It also denies "policing" break areas and engaging in unlawful surveillance.

OBJECTION NO. 4: During the critical period before the election, the Employer, by and through its agents, engaged in surveillance, creating the impression of surveillance and

interrogation by asking employees who left union literature in a work area where other literature is allowed thereby interfering with their rights to a fair and uncoerced election.

RESPONSE TO OBJECTION NO. 4: See responses to Objection Nos. 1-3. The

Company denies asking employees about union literature or engaging in unlawful surveillance.

OBJECTION NO. 5: During the critical period before the election, the Employer, by and through its agents, unlawfully intimidated, coerced, polled, and harassed employees by forcing them to say they would vote against the Union during a captive audience meetings held during work time thereby interfering with their rights to a fair and uncoerced election.

RESPONSE TO OBJECTION NO. 5: The Company denies engaging in any unlawful behavior. The Company never inquired of how any employee would vote and never forced any employee to say how they would vote, whether for or against the Union. Company managers did explain the NLRB ballot process by informing employees that if they did not want to be represented by a union, they needed to vote "no" and that a "yes" vote was a vote for union representation. Managers and other communications also stated that the Company encouraged employees to vote regardless of how they intended to vote.

OBJECTION NO. 6: During the critical period before the election, the Employer, by and through its agents, disparately enforced solicitation and distribution policies in work areas by removing union literature from an employee bulletin board where other literature is allowed thereby interfering with their rights to a fair and uncoerced election.

RESPONSE TO OBJECTION NO. 6: See responses to Objection Nos. 1-3. The Company maintained a non-discriminatory, viewpoint neutral policy prohibiting the use of the Company's bulletin boards for any Section 7 solicitations, whether in support of or against the Union.

OBJECTION NO. 7: During the critical period before the election, the Employer, by and through its agents, unlawfully interrogated employees about their union support thereby interfering with their rights to a fair and uncoerced election.

RESPONSE TO OBJECTION NO. 7: The Company denies unlawfully interrogating employees about their union support or lack thereof. The Company is unable to provide more details given the vagueness of the objection.

OBJECTION NO. 8: During the critical period before the election, the Employer, by and through its agents, threatened employees with a schedule change, removal of a shift and loss of jobs if the Union is voted in thereby interfering with their rights to a fair and uncoerced election.

RESPONSE TO OBJECTION NO. 8: The Company denies making any unlawful threats during the campaign. Although the Union's objection is not specific as to when the alleged threats took place, thus precluding the Company from providing a full response, the Company fully and fairly explained to employees that during the collective bargaining process the terms and conditions of employment, including scheduling, would be subject to the bargaining process, required that the parties were to bargain in good faith and that as a result of the bargaining process, employees could end up with more, the same or less than they had before bargaining began.

OBJECTION NO. 9: During the critical period before the election, the Employer, by and through its agents, intentionally altered NLRB documents and presented the altered documents in an effort to mislead employees thereby interfering with their rights to a fair and uncoerced election.

RESPONSE TO OBJECTION NO. 9: The Company denies altering Board documents in an effort to mislead employees. During the pre-election period the Union made misleading claims to employees that it had not filed an unfair labor practice charge alleging that the Company had unlawfully restored premium pay for Sunday and changed its policy of overtime. In response to employee inquiries about this claim, the Company shared information provided by a February 10, 2014 correspondence to the Company from the NLRB in this regard, but redacted names and other non-pertinent information in an effort to protect those whom the Union falsely accused of engaging in unlawful behavior.

OBJECTION NO. 10: During the critical period before the election, the Employer, by and through its agents, threatened employees with a loss of Sunday premium pay and overtime benefits claiming the Union had filed charges that required it do so when in fact the Union had never filed such charges nor in any way requested such benefits be taken away thereby interfering with their rights to a fair and uncoerced election.

RESPONSE TO OBJECTION NO. 10: The Company denies threatening employees with a loss of Sunday premium pay and overtime benefits. Moreover, as stated above, the NLRB represented that it was pursuing allegations advanced by the Union that the Company's payment of Sunday premium pay and overtime benefits was unlawful. Because the allegation is specifically set forth in the Region's February 10, 2014 Letter, the Union's contention that the Company made a false statement is erroneous.

OBJECTION NO. 11: During the critical period before the election, the Employer, by and through its agents, threatened employees with a substantial loss in pay and benefits if they voted the Union in thereby interfering with their rights to a fair and uncoerced election.

RESPONSE TO OBJECTION NO. 11: The Company denies threatening employees with a "substantial loss in pay and benefits" if they voted the Union in or making any unlawful threats. Rather, during the campaign, the Company fully and fairly explained the bargaining process and that as a consequence of the bargaining process, employees could get more, less or the same wages, benefits and working conditions as they had before.

OBJECTION NO. 12: During the critical period before the election, the Employer, by and through its agents, threatened futility in bargaining if the Union was voted in thereby interfering with their rights to a fair and uncoerced election.

RESPONSE TO OBJECTION NO. 12: The Company denies threatening futility in bargaining if the Union was voted in. Rather, as noted above, the Company fully explained the collective bargaining process and that employees' pay, benefits and other working conditions could improve, diminish or stay the same as a result of the process.

OBJECTION NO. 13: During the critical period before the election, the Employer, by and through its agents, threatened employees with mandatory overtime if the Union was voted in thereby interfering with their rights to a fair and uncoerced election.

RESPONSE TO OBJECTION NO. 13: The Company denies threatening employees with mandatory overtime. Again, the Company fully and fairly explained the collective bargaining process and that the employees' pay, benefits and other working conditions could improve, diminish or stay the same as a result of the collective bargaining process.

OBJECTION NO. 14: During the critical period before the election, the Employer, by and through its agents, threatened employees with loss of business if the Union was voted in thereby interfering with their rights to a fair and uncoerced election.

RESPONSE TO OBJECTION NO. 14: The Company denies threatening employees with a loss of business if the Union was voted in.

OBJECTION NO. 15: During the critical period before the election, the Employer, by and through its agents, threatened employees with layoffs thereby interfering with their rights to a fair and uncoerced election.

RESPONSE TO OBJECTION NO. 15: The Company denies threatening employees with layoffs.

OBJECTION NO. 16: During the critical period before the election, the Employer, by and through its agents, threatened employees with a plant shutdown if the Union was voted in thereby interfering with their rights to a fair and uncoerced election.

RESPONSE TO OBJECTION NO. 16: The Company denies threatening employees with a plant shutdown.

Moreover, to the extent any unlawful conduct or conduct which affected the laboratory conditions occurred, which the Company expressly denies, the conduct was so minimal or isolated that it is impossible to conclude that the misconduct could have affected the election results.

The Company requests the Regional Director to dismiss the Union's objections and issue a certification of results. In the alternative, the Company requests that the Regional Director issue a Notice of Hearing setting forth the Union's specific allegations so that the Company may have an opportunity to understand and fully defend against the Union's allegations.

Respectfully submitted this 7th day of March, 2014.

/s/ Robert T. Dumbacher

Kurt A. Powell

Robert T. Dumbacher

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Attorneys for Novelis Corporation

CERTIFICATE OF SERVICE

I certify that on this 7th day of March, 2014, I caused the foregoing to be electronically filed the with the National Labor Relations Board at <http://nlrb.gov>.

s/Robert T. Dumbacher

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRD REGION**

NOVELIS CORPORATION

and

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS, INTERNATIONAL UNION,
AFL-CIO**

**Cases 03-CA-121293
03-CA-121579
03-CA-122766
03-CA-123346
03-CA-123526
03-CA-127024
03-CA-126738**

NOVELIS CORPORATION

Employer

and

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS, INTERNATIONAL UNION,
AFL-CIO**

Case 03-RC-120447

Petitioner

**ORDER FURTHER CONSOLIDATING CASES, SECOND CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING**

On May 6, 2014, a Consolidated Complaint and Notice of Hearing issued based on charges filed by United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied Industrial and Service Workers, International Union, AFL-CIO (Union) in Cases 03-CA-121293, 03-CA-121579, 03-CA-122766, 03-CA-123346, 03-CA-123526 and 03-CA-127024, alleging that Novelis Corporation (Respondent) had engaged in unfair labor practices that violate the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq.

On May 12, 2014, an Order Directing Hearing On Objections and Order Further Consolidating Cases and Notice of Hearing issued, consolidating Case 03-RC-120447, in which

General Counsel's Exhibit 7(cc)

Respondent and the Union are both parties, with Cases 03-CA-121293, 03-CA-121579, 03-CA-122766, 03-CA-123346, 03-CA-123526 and 03-CA-127024. Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT those cases are further consolidated with Case 03-CA-126738, filed by the Union which alleges that Respondent has engaged in further unfair labor practices within the meaning of the Act.

This Second Consolidated Complaint and Notice of Hearing, issued pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, is based on these consolidated cases and alleges that Respondent has violated the Act as described below.

I

(a) The charge in Case 03-CA-121293 was filed by the Union on January 27, 2014, and a copy was served by U.S. mail on Respondent on the same date.

(b) The amended charge in Case 03-CA-121293 was filed by the Union on April 22, 2014, and a copy was served by U.S. mail on Respondent on the same date.

(c) The charge in Case 03-CA-121579 was filed by the Union on January 30, 2014, and a copy was served by U.S. mail on Respondent on January 31, 2014.

(d) The charge in Case 03-CA-122766 was filed by the Union on February 19, 2014, and a copy was served by U.S. mail on Respondent on the same date.

(e) The charge in Case 03-CA-123346 was filed by the Union on February 28, 2014, and a copy was served by U.S. mail on Respondent on the same date.

(f) The amended charge in Case 03-CA-123346 was filed by the Union on April 22, 2014, and a copy was served by U.S. mail on Respondent on the same date.

(g) The charge in Case 03-CA-123526 was filed by the Union on March 3, 2014, and a copy was served by U.S. mail on Respondent on March 4, 2014.

(h) The charge in Case 03-CA-127024 was filed by the Union on April 22, 2014, and a copy was served by U.S. mail on Respondent on the same date.

(i) The charge in Case 03-CA-126738 was filed by the Union on April 17, 2014, and a copy was served by U.S. mail on Respondent on the same date.

(j) The amended charge in Case 03-CA-126738 was filed by the Union on May 22, 2014, and a copy was served by U.S. mail on Respondent on the same date.

II

(a) At all material times, Respondent, a corporation with a place of business located at 448 County Road 1A, Oswego, New York, (Respondent's Oswego facility) has been engaged in the manufacture of rolled aluminum products.

(b) During the past twelve months, Respondent, in conducting its operations described above in paragraph II(a), purchased and received at its Oswego facility, goods valued in excess of \$50,000 directly from points outside the State of New York.

III

At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

IV

At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

V

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and/or agents of Respondent within the meaning of Section 2(13) of the Act:

Phil Martens	--	President and Chief Executive Officer
Marco Palmieri	--	Senior Vice President and President
Chris Smith	--	Plant Manager
Peter Sheftic	--	Human Resource Manager
Tom Granbois	--	Remelt Engineering Maintenance Reliability and Automation Leader
Duane Gordon	--	Remelt Operations Leader
Jason Bro	--	Cold Mill Operations Leader
Dan Taylor	--	Shipping Receiving and Packaging Associate Leader
Doug Borer	--	Operations Leader, Hot Mill
Warren Smith	--	Director, CASH Operations
Andrew Biggs	--	Associate Leader, CASH
Paul Elia	--	Associate Leader, CASH
Craig Formoza	--	Manufacturing Unit Manager, CASH
Greg Dufore	--	Cold Mill Manager
Bryan Gigon	--	Associate Leader, Remelt Operations
Andy Quinn	--	Human Resource Manager

VI

About January 9, 2014, Respondent, at its Oswego facility, in response to the Union's organizing campaign, restored its practice of providing employees with Sunday premium pay and permitting employees to use personal time off or paid holidays as time worked for purposes of determining overtime eligibility.

VII

About February 17 and February 18, 2014, Respondent, by Phil Martens, at Respondent's Oswego facility:

(a) Impliedly threatened employees that the plant would close if they selected the Union as their bargaining representative.

(b) Threatened employees with a reduction in wages if they selected the Union as their bargaining representative.

(c) Threatened employees with more onerous working conditions, including mandatory overtime, if they selected the Union as their bargaining representative.

(d) Disparaged the Union by displaying a redacted Board letter and telling employees that the Union had filed a charge regarding the restoration of the Sunday premium pay and employees' use of personal time on Sunday as time worked, at a time when no such charge had been filed.

VIII

Respondent, by Chris Smith, at Respondent's Oswego facility:

(a) About February 17 and 18, 2014, threatened employees that if they elected the Union, Respondent would lose business.

(b) About February 17 and 18, 2014, disparaged the Union by displaying a redacted Board letter and telling employees that the Union had filed a charge regarding the restoration of the Sunday premium pay and employees' use of personal time on Sunday as time worked, at a time when no such charge had been filed.

(c) About February 17, 2014, threatened employees that Respondent would have to rescind Sunday premium pay and overtime benefits if it pled guilty to the Union's charge.

(d) About February 17 and 18, 2014, threatened employees with more onerous working conditions, including mandatory overtime, if they selected the Union as their bargaining representative.

(e) About February 18, 2014, threatened employees that if Respondent pled guilty to the Union's charge that it unlawfully restored Sunday premium pay, it would have to rescind the benefit retroactive to January 1, 2014.

IX

About January 28, 2014, Respondent, by Craig Formoza, at Respondent's Oswego facility:

(a) Threatened employees with more onerous working conditions if they selected the Union as their bargaining representative.

(b) Threatened employees that selecting the Union as their bargaining representative would result in a loss of jobs.

(c) Interrogated employees about their union membership, activities, and sympathies.

X

Respondent, by Jason Bro, at Respondent's Oswego facility:

(a) About January 12, 2014, interrogated employees about the union membership, activities, and sympathies of other employees.

(b) About January 23 and January 30, 2014, interrogated and coerced its employees about their union membership, activities, and sympathies by asking them how they would vote if they did not want the Union.

(c) About January 23, 2014 at Respondent's Oswego facility, threatened employees by telling them that they did not have to work for Respondent if they did not like it.

(d) About January 23, 2014, prohibited employees from wearing union insignia on their uniforms while permitting employees to wear anti-union and other insignia.

XI

About February 15, 2014, Respondent, by Andy Quinn, at Respondent's Oswego facility, by soliciting employee complaints and grievances, promised its employees improved terms and conditions of employment if they did not select the Union as their bargaining representative.

XII

(a) On a date unknown to the General Counsel but within the knowledge of Respondent, Respondent promulgated and since then has maintained the following rule:

Employees are prohibited from distributing any literature related to Section 7 solicitations within the facility and from posting any literature related to Section 7 solicitations on Company bulletin boards in work areas.

(b) Since about July 27, 2013, Respondent, has maintained the following rule:

Novelis prohibits solicitation and distribution in working areas of its premises and during work time (including Company e-mail or any other Company distribution lists).

The Company maintains bulletin boards to communicate Company information to employees and to post required notices. Any unauthorized posting of notices, photographs or other printed or written materials on bulletin boards or in other working areas and during working time is prohibited. Employees are prohibited from soliciting funds or signatures, conducting membership drives, posting, distributing literature or gifts, offering to sell or to purchase merchandise or services (except as approved for Novelis business purposes) or engaging in any other solicitation, distribution or similar activity on Company premises or via Company resources during working times and in working areas.

(c) Since about October 17, 2013, Respondent has maintained the following rule:

Social Media Standard, Effective Date August 1, 2012, attached hereto as Exhibit A.

XIII

Respondent, by the individuals named below on the dates opposite their respective names, at Respondent's Oswego facility, selectively and disparately enforced the rules described above in paragraph XII(a) and (b) by prohibiting union postings and distributions, while permitting non-union and anti-union postings and distributions in employee work and break areas and on bulletin boards:

- (a) Tom Granbois -- About January 23, 2014
- (b) Duane Gordon -- About January 21, 2014
- (c) Jason Bro -- About January 12, 21 and 23, 2014
- (d) Dan Taylor -- About January 23, 2014

XIV

(a) About March 29, 2014, Respondent's employee Everett Abare engaged in concerted activities with other employees for the purpose of collective bargaining and other mutual aid and protection by posting comments on his Facebook page regarding employees' terms and conditions of employment and the results of the representation election.

(b) About April 11, 2014, Respondent demoted its employee Everett Abare.

(c) Respondent engaged in the conduct described above in paragraph XIV(b) because the named employee of Respondent engaged in the conduct described above in paragraph XIV(a), and to discourage employees from engaging in these or other concerted activities.

(d) Respondent engaged in the conduct described above in paragraph XIV(b) because the named employee of Respondent formed, joined and assisted the Union and to discourage employees from engaging in these activities.

XV

(a) The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

Included: All full-time and regular part-time employees employed by the Employer at its Oswego, New York facility, including the classifications of Cold Mill Operator, Finishing Operator, Recycling Operator, Remelt Operator, Crane Technician, Mechanical Technician, Welding Technician, Remelt Operations Assistant, Hot Mill Operator, Electrical Technician, Process Technician, Mobile Equipment Technician, Roll Shop Technician, Production Process & Quality Technician, Production Process & Quality Specialist, EHS Facilitator, Planner, Shipping Receiving & Packing Specialist, Stores Technician, Maintenance Technician, Machinist, Facility Technician, and Storeroom Agent.

Excluded: Office clerical employees and guards, professional employees, and supervisors as defined in the Act, and all other employees.

(b) About January 8, 2014, a majority of the Unit designated the Union as their exclusive collective-bargaining representative for the purposes of collective bargaining.

(c) About January 8, 2014, the Union, by letter, requested that Respondent recognize it as the exclusive collective-bargaining representative and bargain collectively with the Union as the exclusive bargaining representative of the Unit.

(d) At all times since January 9, 2014, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

XVI

The serious and substantial unfair labor practice conduct described above in paragraphs VI through XIV is such that there is only a slight possibility of traditional remedies erasing their

effects and conducting a fair election. Therefore, on balance, the employees' sentiments regarding representation, having been expressed through authorization cards, would be protected better by issuance of a bargaining order.

XVII

The allegations described above in paragraph XVI requesting the issuance of a bargaining order are supported by, among other things:

- (a) Phil Martens and Chris Smith are high-ranking supervisors responsible for the discriminatory conduct described above in paragraphs VI through VIII;
- (b) the conduct described above in paragraphs VI through XIV has not been retracted;
- (c) there are approximately 599 employees in the Unit described above in paragraph XV;
- (d) the conduct described above in paragraphs VI through VIII was immediately directed at approximately 599 employees;
- (e) 599 employees learned or were likely to learn of the conduct described above in paragraphs VI through VIII;
- (f) the conduct described above in paragraphs VI through XI and XIII commenced immediately on the heels of the Respondent's knowledge of the Union's campaign.
- (g) the employee described above in paragraph XIV was a leading organizer for the Union.

XVIII

Since about January 9, 2014, Respondent has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the Unit.

XIX

By the conduct described above in paragraphs VI through XIII and XIV(b) and (c), Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act, in violation of Section 8(a)(1) of the Act.

XX

By the conduct described above in paragraph XIV(b) and (d), Respondent has been discriminating in regard to the conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

XXI

By the conduct described above in paragraph XVIII, Respondent has been failing and refusing to bargain collectively with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

XXII

The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, as part of the remedy for Respondent's unfair labor practices alleged above in paragraph XIV, the General Counsel seeks an Order requiring that Respondent:

Preserve and, within 14 days of a request, provide at the office designated by the Board or its agents, a copy of all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay or other monetary amounts due under the terms of such Order. If requested, the originals of such records shall be provided to the Board or its agents in the same manner.

Immediately expunge from its files and records any reference that Everett Abare was demoted for cause and prohibiting Respondent

from using the demotion against him in any way and to notify Everett Abare, in writing, that it has done so.

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraphs VI through XIV, the General Counsel seeks an Order requiring that the Notice be read to employees during working time by Phil Martens or Chris Smith in the presence of a Board Agent.

The General Counsel seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the second consolidated complaint. The answer must be received by this office on or before June 16, 2014, or postmarked on or before June 15, 2014. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

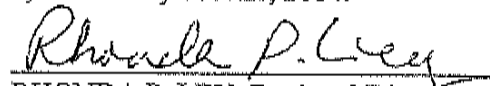
An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties

or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the second consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on July 16, 2014, at 1:00 p.m., at the James M. Hanley Federal Building, 100 South Clinton Street, Room 843, Syracuse, New York, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this second consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

DATED at Buffalo, New York, this 2nd day of June, 2014.


 RHONDA P. LEY, Regional Director
 National Labor Relations Board - Region 3
 Niagara Center Building
 130 S. Elmwood Avenue, Suite 630
 Buffalo, New York 14202

Attachments

COMPLIANCE AND ENFORCEMENT

The Corporate Communications Department is ultimately responsible for ensuring compliance with this standard. All employees are responsible for complying with this standard. Any employee found in violation of this standard will be subject to corrective action, up to and including termination.

RELATED GLOBAL STANDARDS

Code of Conduct

Media Contact Standard

Company Assets and Privacy Standard

SUPERSEDING STANDARDS

This standard supersedes all other previously issued Company social media standards.

CONTACT LIST

Employees may contact the Novelis Ethics Hotline or their local HR representative if they have any questions about this standard. Although the Company generally will provide prior notification when possible, the Company reserves the right to change, amend, or terminate the referenced plans, programs, standards and/or procedures at any time, without notice, subject to applicable law and/or the terms of any applicable collective bargaining agreement or contracts in place. The information provided is not intended to supersede any applicable local, state or country law or the terms or provisions of any current collective bargaining agreement. In the event of a conflict with this standard, the applicable law, contract, or collective bargaining agreement shall prevail.

Novelis Ethics Hotline Numbers	
Country	Number
Brazil	0800-892-1819
Canada	1-800-844-3389
France	0800-91-5646
Germany	0800-180-6638
Italy	800-788381
South Korea	00308-132684
Luxembourg	800-2-5587
Malaysia	1-800-81-6212
Switzerland	0800-56-3308
United Kingdom	0808-234-0284
United States	1-800-844-3389

Title: Social Media Standard
 Owner: Corporate Communications
 Effective Date: August 1, 2012
 Revision Date: July 5, 2012
 Page 3 of 3

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 3

NOVELIS CORPORATION

and

Cases 03-CA-121293;
03-CA-121579;
03-CA-122766;
03-CA-123346;
03-CA-123526;
03-CA-127024
03-RC-120447

UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION, AFL-CIO,
CLC, UNITED STEEL, PAPER & FORESTRY,
RUBBER, MFG, ENERGY, ALLIED IND &
SERVICE WORKERS INT'L UNION, AFL-C,
UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL & SERVICE WORKERS
INTERNATIONAL UNION, AFL-CIO, CLC
(ALSO KNOWN AS USW), UNITED STEEL,
PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED-
INDUSTRIAL UNION, AFL-CIO, CLC AND
UNITED STEEL WORKERS INTERNATIONAL
UNION

AFFIDAVIT OF SERVICE OF: ORDER FURTHER CONSOLIDATING CASES,
SECOND CONSOLIDATED COMPLAINT AND NOTICE OF HEARING (with forms
NLRB-4338 and NLRB-4668 attached)

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that
on June 2, 2014, I served the above-entitled document(s) by **certified or regular mail**, as noted
below, upon the following persons, addressed to them at the following addresses:

CHRIS SMITH
NOVELIS CORPORATION
448 COUNTY ROAD 1A
OSWEGO, NY 13126

**CERTIFIED MAIL,
RETURN RECEIPT REQUESTED**

Kenneth L. Dobkin, Senior Counsel
NOVELIS CORPORATION
3560 Lenox Road
Suite 2000
Atlanta, GA 30326

REGULAR MAIL

General Counsel's Exhibit 7(d)

KURT A. POWELL, ESQ.
HUNTON & WILLIAMS LLP
600 Peachtree St NE Ste 4100
Atlanta, GA.30308-2216

REGULAR MAIL

ROBERT T. DUMBACHER, ESQ.
HUNTON & WILLIAMS LLP
600 W Peachtree St NW Ste 4100
Atlanta, GA 30308-2216

REGULAR MAIL

Brad Manzolillo, ESQ.
United Steel Workers International Union
Five Gateway Center, 9th Floor
Pittsburgh, PA 15222

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

JIM ERMI, UE FIELD ORGANIZER
United Steelworkers International Union
FIVE GATEWAY CENTER, Rm. 913
PITTSBURG, PA 15222

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

BILL FEARS, ORGANIZER
UNITED STEEL, PAPER AND
FORESTRY, RUBBER
MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS,
INTERNATIONAL UNION, AFL-CIO-
CLC
23 BRIDGE ST.
PULASKI, NY 13142

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

June 2, 2014

Katy L. Domagala, Designated Agent of
NLRB

Date

Name

/s/Katy L. Domagala

Signature

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRD REGION**

NOVELIS CORPORATION

and

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS,
INTERNATIONAL UNION, AFL-CIO**

**Cases: 03-CA-121293
03-CA-121579
03-CA-122766
03-CA-123346
03-CA-123526
03-CA-127024
03-CA-126738**

NOVELIS CORPORATION

Case: 03-RC-120447

and

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS,
INTERNATIONAL UNION, AFL-CIO**

**NOVELIS CORPORATION'S
ANSWER TO SECOND CONSOLIDATED COMPLAINT**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board, Novelis Corporation ("Novelis"), by undersigned counsel, submits this Answer to Second Consolidated Complaint in response to the Second Consolidated Complaint and Notice of Hearing ("Complaint") and denies that it committed unfair labor practices as set forth in the National Labor Relations Act, 29-U.S.C. § 151, *et seq.* ("the Act"). Novelis employees voted against the United Steelworkers in a fair secret ballot election. The Complaint seeks to overturn through litigation the majority of votes which, in turn, would disenfranchise those employees who voted against the United Steelworkers by overriding their Section 7 rights. The Complaint also attacks Novelis's lawfully exercised free speech rights that it used to educate employees about the track record of the United Steelworkers and the risks associated with having such an

organization represent Novelis employees. Novelis therefore denies all allegations not expressly admitted herein and further responds as follows:

I.

(a) Novelis admits the allegations contained in Paragraph I.(a) of the Complaint.

(b) Novelis admits the allegations contained in Paragraph I.(b) of the Complaint.

(c) Novelis admits the allegations contained in Paragraph I.(c) of the Complaint.

(d) Novelis admits the allegations contained in Paragraph I.(d) of the Complaint.

(e) Novelis admits the allegations contained in Paragraph I.(e) of the Complaint.

(f) Novelis admits the allegations contained in Paragraph I.(f) of the Complaint.

(g) Novelis admits the allegations contained in Paragraph I.(g) of the Complaint.

(h) Novelis admits the allegations contained in Paragraph I.(h) of the Complaint.

(i) Novelis admits the allegations contained in Paragraph I.(i) of the Complaint.

(j) Novelis admits the allegations contained in Paragraph I.(j) of the Complaint.

II.

(a) Novelis admits the allegations contained in Paragraph II.(a) of the Complaint.

(b) Novelis admits the allegations contained in Paragraph II.(b) of the Complaint.

III.

Novelis admits the allegations contained in Paragraph III of the Complaint.

IV.

Novelis admits the allegations contained in Paragraph IV of the Complaint.

V.

Novelis denies the allegations in Paragraph 5 because the phrase "at all material times" is vague and unclear. Novelis admits that the following employees were or are supervisors and/or agents of Novelis during at time periods relevant to the Complaint: Phil Martens, Marco Palmieri, Chris Smith, Tom Granbois, Duane Gordon, Jason Bro, Dan Taylor, Doug Borer, Warren Smith, Andrew Biggs, Paul Elia, Craig Formoza, Peter Sheftic, Greg Dufore, Bryan Gigon, and Andy Quinn.

VI.

Novelis denies the allegations contained in Paragraph VI of the Complaint.

VII.

(a) Novelis denies the allegations contained in Paragraph VII.(a) of the Complaint.

(b) Novelis denies the allegations contained in Paragraph VII.(b) of the Complaint.

(c) Novelis denies the allegations contained in Paragraph VII.(c) of the Complaint.

(d) Novelis denies the allegations contained in Paragraph VII.(d) of the Complaint.

VIII.

(a) Novelis denies the allegations contained in Paragraph VIII.(a) of the Complaint.

(b) Novelis denies the allegations contained in Paragraph VIII.(b) of the Complaint.

(c) Novelis denies the allegations contained in Paragraph VIII.(c) of the Complaint.

(d) Novelis denies the allegations contained in Paragraph VIII.(d) of the Complaint.

(e) Novelis denies the allegations contained in Paragraph VIII.(e) of the Complaint.

IX.

(a) Novelis denies the allegations contained in Paragraph IX.(a) of the Complaint.

(b) Novelis denies the allegations contained in Paragraph IX.(b) of the Complaint.

(c) Novelis denies the allegations contained in Paragraph IX.(c) of the Complaint.

X.

(a) Novelis denies the allegations contained in Paragraph X.(a) of the Complaint.

(b) Novelis denies the allegations contained in Paragraph X.(b) of the Complaint.

(c) Novelis denies the allegations contained in Paragraph X.(c) of the Complaint.

(d) Novelis denies the allegations contained in Paragraph X.(d) of the Complaint.

XI.

Novelis denies the allegations contained in Paragraph XI of the Complaint.

XII.

(a) Novelis admits the allegations contained in Paragraph XII.(a) of the Complaint.

(b) Novelis admits the allegations contained in Paragraph XII.(b) of the Complaint.

(c) Novelis admits the allegations contained in Paragraph XII.(c) of the Complaint.

XIII.

(a) Novelis denies the allegations contained in Paragraph XIII.(a) of the Complaint.

(b) Novelis denies the allegations contained in Paragraph XIII.(b) of the Complaint.

(c) Novelis denies the allegations contained in Paragraph XIII.(c) of the Complaint.

(d) Novelis denies the allegations contained in Paragraph XIII.(d) of the Complaint.

XIV.

(a) Novelis denies the allegations contained in Paragraph XIV.(a) of the Complaint.

(b) Novelis admits the allegations contained in Paragraph XIV.(b) of the Complaint.

(c) Novelis denies the allegations contained in Paragraph XIV.(c) of the Complaint.

(d) Novelis denies the allegations contained in Paragraph XIV.(d) of the Complaint.

XV.

(a) Novelis admits the allegations contained in Paragraph XV.(a) of the Complaint.

(b) Novelis denies the allegations contained in Paragraph XV.(b) of the Complaint.

(c) Novelis admits the allegations contained in Paragraph XV.(c) of the Complaint.

(d) Novelis denies the allegations contained in Paragraph XV.(d) of the Complaint.

XVI.

Novelis denies the allegations contained in Paragraph XIV of the Complaint.

XVII.

Novelis denies engaging in any wrongful conduct and denies that there is any basis whatsoever for imposition of a bargaining order that would override the free choice made by a majority of employees in the election. Novelis denies engaging in any unlawful acts. Novelis admits only that there are approximately 599 employees in the unit described in Paragraph XV and denies all other the allegations contained in Paragraph XVII.

XVIII.

Novelis denies that it has any obligation to recognize and bargain with the Union. Employees voted against union representation in a fair secret ballot election and that result cannot be overturned without violating the Section 7 rights of the employees who freely voted against union representation and the free speech rights of Novelis. Novelis denies the allegations of Paragraph XVIII.

XIX.

Novelis denies the allegations contained in Paragraph XIX of the Complaint.

XX.

Novelis denies the allegations contained in Paragraph XX of the Complaint.

XXI.

Novelis denies the allegations contained in Paragraph XXI of the Complaint.

XXII.

Novelis denies engaging in unfair labor practices and therefore denies the allegations in Paragraph XXII.

WHEREFORE, Novelis denies engaging in any unlawful conduct and denies that any remedy would be necessary or proper. Novelis denies that an Order requiring that a Notice be read to employees during working time by Mr. Martens or Mr. Smith in the presence of a Board Agent is appropriate.

AFFIRMATIVE AND OTHER DEFENSES

Without waiving or excusing the burden of proof of the General Counsel, or admitting that Novelis has any burden of proof, Novelis hereby asserts the following affirmative or other defenses:

FIRST DEFENSE

The Complaint should be dismissed because Novelis has not interfered with, restrained or coerced any employee in violation of the Act in the exercise of any rights he had under Section 7 of the Act.

SECOND DEFENSE

The Complaint should be dismissed because Novelis did not take any actions in violation of the Act and has acted at all times in accordance with the Act and applicable NLRB precedent.

THIRD DEFENSE

The Complaint should be dismissed in part because certain allegations, even if true, do not violate the Act.

FOURTH DEFENSE

The Complaint should be dismissed in part because even if Novelis took actions in response to protected concerted activity, which Novelis expressly denies, Novelis would have taken the same conduct even in the absence of protected concerted activity.

FIFTH DEFENSE

The Complaint should be dismissed in part because Novelis is permitted to express or disseminate views, arguments, or opinions, as long as such expression contains no threat of reprisal or force or promise of benefit.

SIXTH DEFENSE

The Complaint should be dismissed in part because certain aspects impermissibly attack Novelis' rights of free expression.

SEVENTH DEFENSE

The Relief sought should be denied as inconsistent with the Act and unwarranted under the circumstances.

EIGHTH DEFENSE

The Complaint should be dismissed in part because even assuming that Mr. Abare engaged in concerted activity on March 29, 2014, which Novelis denies, his activity was not protected under the Act.

NINTH DEFENSE

The Relief sought pertaining to the issuance of a bargaining order is inappropriate and inconsistent with the Act because it cannot be demonstrated that the possibility of conducting a fair rerun election is slight, it is inconsistent with the Section 7 rights of employees to not join unions, to vote against unions and to actively oppose unions, the General Counsel cannot carry its burden in demonstrating that the Union ever had majority support and even if it could, the reasons for loss of majority support are unrelated to any alleged unlawful conduct by Novelis.

TENTH DEFENSE

Novelis reserves the right to assert additional defenses during the course of this action.

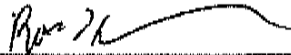
ELEVENTH DEFENSE

Novelis asserts that the Complaint is not substantially justified and seeks the recovery of all allowable fees and expenses pursuant to Board Rules and Regulations and all other applicable laws.

WHEREFORE, Novelis respectfully requests that upon final disposition of this Complaint, the Administrative Law Judge and the National Labor Relations Board find that Novelis did not violate the National Labor Relations Act in any of the ways alleged in the Complaint, that Novelis receive an award of all allowable fees and expenses incurred in this proceeding, and grant such other and further relief, at law or in equity, to which Novelis shows itself to be justly entitled.

Respectfully submitted this 12th day of June, 2014.

HUNTON & WILLIAMS LLP



Kurt A. Powell
Bank of America Plaza, #4100
600 Peachtree Street, NE
Atlanta, GA 30308
Telephone: 404-888-4000
Facsimile: 404-888-4190
Email: kpowell@hunton.com

Robert T. Dumbacher
Bank of America Plaza, #4100
600 Peachtree Street, NE
Atlanta, GA 30308
Telephone: 404-888-4000
Facsimile: 404-888-4190
Email: rdumbacher@hunton.com

Attorneys for Respondent NOVELIS
CORPORATION

CERTIFICATE OF SERVICE

I certify that on this 12th day of June, 2014, I caused the foregoing to be electronically filed with the National Labor Relations Board at <http://nlrb.gov> and a copy of same to be served by U.S. Mail on the following parties of record:

Rhonda P. Ley
Regional Director
National Labor Relations Board - Region 3
Niagara Center Building
130 S. Elmwood Avenue, Suite 630
Buffalo, New York 14202

Mr. Brad Manzollilo
USW Organizing Counsel
Five Gateway Center Room 913
Pittsburgh, PA 15222

Jim Ermi, UE Field Organizer
United Steelworkers International Union
Five Gateway Center, Room 913
Pittsburg, P A 15222



Robert T. Dumbacher

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRD REGION**

NOVELIS CORPORATION

and

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS, INTERNATIONAL UNION,
AFL-CIO**

**Cases 03-CA-121293
 03-CA-121579
 03-CA-122766
 03-CA-123346
 03-CA-123526
 03-CA-127024
 03-CA-126738**

NOVELIS CORPORATION

Employer

and

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS, INTERNATIONAL UNION,
AFL-CIO**

Case 03-RC-120447

Petitioner

AMENDMENT TO SECOND CONSOLIDATED COMPLAINT

Pursuant to Section 102.17 of the Rules and Regulations of the National Labor Relations Board (the Board), the Second Consolidated Complaint and Notice of Hearing, issued on June 2, 2014, is amended as follows:

- Paragraph I(h): The charge in Case 03-CA-127024 was filed by the Union on April 21, 2014, and a copy was served by U.S. mail on Respondent on April 22, 2014.

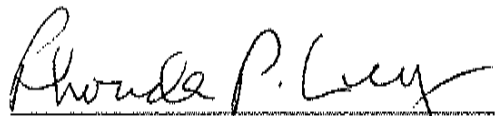
- Paragraph XV(b): About January 8, 2014, but no later than about January 13, 2014, a majority of the Unit designated the Union as their exclusive collective-bargaining representative for the purposes of collective bargaining.
- Paragraph XV(d): At all times since about January 8, 2014, but no later than January 13, 2014, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.
- Paragraph XVIII: Since about January 8, 2014, but no later than about January 13, 2014, Respondent has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the Unit.

RESPONDENT IS FURTHER NOTIFIED that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, Respondent must file an answer to the above amendment to second consolidated complaint. The answer must be received by this office on or before June 30, 2014, or postmarked on or before June 29, 2014. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

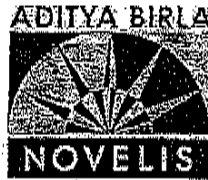
An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's

website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the amendment to second consolidated complaint are true.

DATED at Buffalo, New York, this 16th day of June, 2014.

A handwritten signature in black ink, appearing to read "Rhonda P. Ley", is written over a horizontal line.

RHONDA P. LEY, Regional Director
National Labor Relations Board – Region 3
Niagara Center Building
130 S. Elmwood Avenue, Suite 630
Buffalo, New York 14202



Social Media

STATEMENT

The Company recognizes the benefits of participating in social media such as blogs, social networks, videos, wikis, or other kinds of social media. This standard has been developed to empower employees to participate in social media, and at the same time represent our Company and our Company values. The Company adheres to its core values in the online social media community, and expects the same commitment from all Company representatives, including employees. The same rules that apply to our messaging and communications in traditional media still apply in the online social media space. Any deviation from these commitments may be subject to disciplinary action, up to and including termination.

AUDIENCE

This standard applies to the extent permitted by applicable law to all employees of Novelis Inc. and each business unit, department function or group thereof and, to the extent permitted by applicable law, each of its subsidiaries and affiliates ("Company"), unless otherwise covered by a collective bargaining agreement or otherwise subject to possible participation rights of Works Council or other national employee representatives.

This standard is an extension of the Company's standard related to Media Contact.

STANDARD

This standard on Social Media is intended to outline how Company values should be demonstrated in the online social media space and to guide employee participation in this area, both when participating personally, as well as when acting on behalf of the Company.

The Company respects employees' use of blogs and other social media tools. It is important that all employees are aware of the implications of engaging in forms of social media and online conversations that reference the Company and/or the employee's relationship with the Company. Employees should recognize when the Company might be held responsible for or otherwise be impacted by their behavior.

In social media, there often is no line between public and private, personal or professional. The following social media guidelines are important to consider:

Personal Behavior in Online Social Media

There is a material difference between speaking "on behalf of the Company" and speaking "about" the Company. Only designated online spokespeople can speak "on behalf of the Company." The following set of principles refers to **personal or unofficial online activities** if referring to Novelis.

Title: Social Media Standard
Owner: Corporate Communications
Effective Date: August 1, 2012
Revision Date: July 5, 2012
Page 1 of 3

1. **Adhere to the Code of Conduct and other applicable standards.** All Company employees are subject to the Company's Code of Conduct in every public setting, and employees should adhere to all Company principles, standards and/or policies in this regard including, as applicable, policies related to internet and email use, the Network Privacy Policy and the Media Contact Standard.
2. **You are responsible for your words and actions.** Anything that an employee posts online that potentially can tarnish the Company's image ultimately will be the employee's responsibility. If an employee chooses to participate in the online social media space, he/she must do so properly, exercising sound judgment and common sense.
3. **Be a "scout" for compliments and criticism.** Even if an employee is not an official online spokesperson for the Company, employees can be vital assets for monitoring the social media landscape. Employees who identify positive or negative remarks about the Company online that may be important are urged to consider forwarding such to the corporate or regional communications department.
4. **Let authorized Company spokespeople respond to posts.** Unless an employee is authorized, employees are discouraged to involve themselves in speaking on behalf of or about Novelis in any social media community that involves Novelis, the aluminum industry or related topics. If an employee discovers negative or disparaging posts about the Company or see third parties trying to spark negative conversations, avoid the temptation to react. Pass the post(s) along to our official spokespersons, who are trained to address such comments.
5. **Be conscious when mixing business and personal lives.** Online, personal and business personas are likely to intersect. Customers, colleagues and supervisors often have access to posted online content. Keep this in mind when publishing information online that can be seen by more than friends and family, and know that information originally intended just for friends and family can be forwarded. Remember NEVER to disclose non-public information about the Company (including confidential information), and be aware that taking public positions online that are counter to the Company's interests might cause conflict and may be subject to disciplinary action.

Online Spokespeople

Just as with traditional media, the Company has an opportunity and a responsibility to effectively manage its reputation online and to selectively engage and participate in online conversations. Official Company spokespeople are authorized to do so. Employees desiring to engage in online activity on behalf of the Company should do so with express approval and with the assistance of regional or corporate communications.

EXCEPTIONS and/or APPROVALS

Any requirement of this standard may be waived conditionally on a case-by-case basis in exceptional circumstances with written approval from the Vice President of Corporate Communications and Government Affairs.

ROLES AND RESPONSIBILITIES

Corporate Communications is responsible for administering this standard and for enforcing its provisions. It is the responsibility of each employee to comply with this standard and consider it a condition of employment.

Title: Social Media Standard
Owner: Corporate Communications
Effective Date: August 1, 2012
Revision Date: July 5, 2012
Page 2 of 3

Form NLRB-4568
(4-05)

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 3

NOVELIS CORPORATION

and

UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION, AFL-CIO,

Cases 03-CA-121293;
03-CA-121579;
03-CA-122766;
03-CA-123346;
03-CA-123526;
03-CA-127024

NOVELIS CORPORATION

Employer

and

UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION, AFL-CIO,

Case 03-RC-120447

Petitioner

AFFIDAVIT OF SERVICE OF: AMENDMENT TO SECOND CONSOLIDATED
COMPLAINT

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **June 16, 2014**, I served the above-entitled document(s) by **certified or regular mail**, as noted below, upon the following persons, addressed to them at the following addresses:

CHRIS SMITH
NOVELIS CORPORATION
448 COUNTY ROAD 1A
OSWEGO, NY 13126

CERTIFIED MAIL,
RETURN RECEIPT REQUESTED

Kenneth L. Dobkin, Senior Counsel
NOVELIS CORPORATION
3560 Lenox Road
Suite 2000
Atlanta, GA 30326

REGULAR MAIL

(OVER)

GENERAL COUNSEL'S OFFICE - 4/2/14

A-0584

Form NLRB-4668
(4-05) Continued

KURT A. POWELL , ESQ.
HUNTON & WILLIAMS LLP
600 Peachtree St NE Ste 4100
Atlanta, GA 30308-2216

REGULAR MAIL

ROBERT T. DUMBACHER , ESQ.
HUNTON & WILLIAMS LLP
600 W Peachtree St NW Ste 4100
Atlanta, GA 30308-2216

REGULAR MAIL

Brad Manzolillo , ESQ.
United Steel Workers International Union
Five Gateway Center, 9th Floor
Pittsburgh, PA 15222

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

JIM ERMI , UE FIELD ORGANIZER
United Steelworkers International Union
FIVE GATEWAY CENTER, Rm. 913
PITTSBURG, PA 15222

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

BILL FEARS, ORGANIZER
UNITED STEEL, PAPER AND
FORESTRY, RUBBER
MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS,
INTERNATIONAL UNION, AFL-CIO-
CLC
23 BRIDGE ST.
PULASKI, NY 13142

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

June 16, 2014

Date

Katy L. Domagala, Designated Agent of
NLRB

Name

/s/Katy L. Domagala

Signature

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRD REGION**

NOVELIS CORPORATION,)	
)	
and	)	Cases:
	)	03-CA-121293
	)	03-CA-121579
UNITED STEEL, PAPER AND	)	03-CA-122766
FORESTRY, RUBBER	)	03-CA-123346
MANUFACTURING, ENERGY,	)	03-CA-123526
ALLIED INDUSTRIAL AND SERVICE	)	03-CA-127024
WORKERS, INTERNATIONAL UNION,	)	03-CA-126738
<u>AFL-CIO.</u>)	

NOVELIS CORPORATION,)	
)	
and	)	Case:
	)	03-RC-120447
)	
UNITED STEEL, PAPER AND)	
FORESTRY, RUBBER)	
MANUFACTURING, ENERGY,)	
ALLIED INDUSTRIAL AND SERVICE)	
WORKERS, INTERNATIONAL UNION,)	
<u>AFL-CIO.</u>)	

**NOVELIS CORPORATION'S ANSWER TO
AMENDMENT TO SECOND CONSOLIDATED COMPLAINT**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board, Novelis Corporation ("Novelis"), by undersigned counsel, submits this Answer to Amendment to Second Consolidated Complaint in response to the Amendment to Second Consolidated Complaint ("Complaint") and denies that it committed unfair labor practices as set forth in the National Labor Relations Act, 29-U.S.C. § 151, *et seq.* ("the Act"). Novelis maintains its responses and defenses from its previous answer and denies all allegations not expressly admitted therein and herein and further responds as follows:

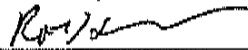
- Novelis admits the allegations contained in Paragraph I.(h) of the Complaint.
- Novelis denies the allegations contained in Paragraph XV.(b) of the Complaint.
- Novelis denies the allegations contained in Paragraph XV.(d) of the Complaint.
- Novelis denies that it has any obligation to recognize and bargain with the Union.

Employees voted against union representation in a fair secret ballot election and that result cannot be overturned without violating the Section 7 rights of the employees who freely voted against union representation and the free speech rights of Novelis. Novelis denies the allegations of Paragraph XVIII.

WHEREFORE, Novelis denies engaging in any unlawful conduct and denies that any remedy would be necessary or proper.

Respectfully submitted this 25th day of June, 2014.

HUNTON & WILLIAMS LLP



Kurt A. Powell
Bank of America Plaza, #4100
600 Peachtree Street, NE
Atlanta, GA 30308
Telephone: 404-888-4000
Facsimile: 404-888-4190
Email: kpowell@hunton.com

Robert T. Dumbacher
Bank of America Plaza, #4100
600 Peachtree Street, NE
Atlanta, GA 30308
Telephone: 404-888-4000
Facsimile: 404-888-4190
Email: rdumbacher@hunton.com

Attorneys for Respondent
NOVELIS CORPORATION

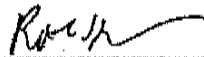
CERTIFICATE OF SERVICE

I certify that on this 25th day of June, 2014, I caused the foregoing to be electronically filed with the National Labor Relations Board at <http://nlrb.gov> and a copy of same to be served by U.S. Mail on the following parties of record:

Rhonda P. Ley
Regional Director
National Labor Relations Board – Region 3
Niagara Center Building
130 S. Elmwood Avenue, Suite 630
Buffalo, New York 14202

Mr. Brad Manzolillo
USW Organizing Counsel
Five Gateway Center Room 913
Pittsburgh, PA 15222

Jim Ermi, UE Field Organizer
United Steelworkers International Union
Five Gateway Center, Room 913
Pittsburg, P A. 15222



Robert T. Dumbacher

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 3

NOVELIS CORPORATION

and

Cases 03-CA-121293
03-CA-121579
03-CA-122766
03-CA-123346
03-CA-123526
03-CA-127024
03-CA-126738
03-RC-120447

UNITED STEEL, PAPER AND FORESTRY,
RUBBER MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS, INTERNATIONAL UNION,
AFL-CIO

INDEX AND DESCRIPTION OF FORMAL DOCUMENTS

- GC Exhibit 1 (a) Original Petition Filed in Case 03-RC-120447,
dated 01/13/2014
- (b) Affidavit of Service of 1(a), dated 01/13/2014
- (c) Original Charge Filed in Case 03-CA-121293
dated, 01/27/2014
- (d) Affidavit of Service of 1(c), dated 01/27/2014
- (e) First Amended Charge Filed in Case
03-CA-121293 dated, 04/22/2014
- (f) Affidavit of Service of 1(e), dated 04/22/2014
- (g) Original Charge Filed in Case 03-CA-121579
dated, 01/30/2014

Exhibit No. GC-1 Identified X Received X
Case No. 3-CA-12193 Et Al
Case Name: Novellis Corp
Rep: A. Morris
Date: July 16-18, and 21-23, 2014

- (h) Affidavit of Service of 1(g), dated 01/31/2014
- (i) Original Charge Filed in Case 03-CA-122766 dated, 02/19/2014
- (j) Affidavit of Service of 1(i), dated 02/19/2014
- (k) Original Charge Filed in Case 03-CA-123346 dated, 02/28/2014
- (l) Affidavit of Service of 1(k), dated 02/28/2014
- (m) First Amended Charge Filed in Case 03-CA- 123346 dated, 04/22/2014
- (n) Affidavit of Service of 1(m), dated 04/22/2014
- (o) Original Charge Filed in Case 03-CA-123526 dated, 03/03/2014
- (p) Affidavit of Service of 1(o), dated 03/04/2014
- (q) Original Charge Filed in Case 03-CA-126738 dated, 04/17/2014
- (r) Affidavit of Service of (1q), dated 04/17/2014
- (s) First Amended Charge Filed in Case 03-CA-126738 dated, 05/22/2014
- (t) Affidavit of Service of 1(s), dated 05/22/2014
- (u) Original Charge Filed in Case 03-CA-127024 dated, 04/21/2014
- (v) Affidavit of Service of 1(u), dated 04/22/2014
- (w) Order Consolidating Cases, Consolidated Complaint and Notice of Hearing in Cases 03-CA-121293, 03-CA-121579, 03-CA-122766, 03-CA-123346, 03-CA-123526 and 03-CA-127024, dated 05/06/2014
- (x) Affidavit of Service on 1(w), dated 05/06/2014

- (y) Respondent's Answer to Order Consolidating Cases, Consolidated Complaint and Notice of Hearing in Cases 03-CA-121293, 03-CA-121579, 03-CA-122766, 03-CA-123346, 03-CA-123526 and 03-CA-127024, dated 05/20/2014
- (z) Order Directing Hearing on Objections and Order Further Consolidating Cases and Notice of Hearing in Cases 03-CA-121293, 03-CA-121579, 03-CA-122766, 03-CA-123346, 03-CA-123526, 03-CA-127024, and 03-RC-120447 dated 05/12/2014
- (aa) Affidavit of Service on 1(z), dated 05/12/2014
- (bb) Respondent's Novelis Corporation's Response to Union's Objections to Election, dated 03/07/2014
- (cc) Order Further Consolidating Cases, Second Consolidated Complaint and Notice of Hearing In Cases 03-CA-121293, 03-CA-121579, 03-CA-122766, 03-CA-123346, 03-CA-123526, 03-CA-127024, 03 CA-126738 and 03-RC-120447 dated 06/02/2014
- (dd) Affidavit of Service on 1(cc), dated 06/02/2014
- (ee) Respondent's Answer to Second Consolidated Complaint and Notice of Hearing in Cases 03-CA-121293, 03-CA-121579, 03-CA-122766, 03-CA-123346, 03-CA-123526, 03-CA-127024, 03-CA-126738 and 03-RC-120447, dated 06-12-2014
- (ff) Amendment to Second Consolidated Complaint, dated 06/16/2014
- (gg) Affidavit of Service on 1(ff), dated 06/16/2014

- (hh) Respondent's Answer to Amendment to
Second Consolidated Complaint and Notice
of Hearing in Cases 03-CA-121293,
03-CA-121579, 03-CA-122766,
03-CA-123346, 03-CA-123526,
03-CA-127024, 03-CA-126738 and
03-RC-120447, dated 06-25-2014
- (ii) Index and Description of Formal Documents

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRD REGION**

NOVELIS CORPORATION

and

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS,
INTERNATIONAL UNION, AFL-CIO**

**Cases: 03-CA-121293
03-CA-121579
03-CA-122766
03-CA-123346
03-CA-123526
03-CA-127024
03-CA-126738**

NOVELIS CORPORATION

Case: 03-RC-120447

and

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS,
INTERNATIONAL UNION, AFL-CIO**

**NOVELIS CORPORATION'S
AMENDED ANSWER TO SECOND CONSOLIDATED COMPLAINT**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board, Novelis Corporation ("Novelis"), by undersigned counsel, submits this Amended Answer to Second Consolidated Complaint in response to the Second Consolidated Complaint and Notice of Hearing ("Complaint") and denies that it committed unfair labor practices as set forth in the National Labor Relations Act, 29-U.S.C. § 151, *et seq.* ("the Act").¹ Novelis employees voted against the United Steelworkers in a fair secret ballot election. The Complaint seeks to overturn through litigation the majority of votes which, in turn, would disenfranchise those employees who voted against the United Steelworkers by overriding their Section 7 rights. The Complaint also attacks Novelis's lawfully exercised free speech rights that it used to educate

¹ Novelis hereby incorporates its Answer to Amendment to Second Consolidated Complaint, filed on June 25, 2014.

employees about the track record of the United Steelworkers and the risks associated with having such an organization represent Novelis employees. Novelis therefore denies all allegations not expressly admitted herein and further responds as follows:

I.

(a) Novelis admits the allegations contained in Paragraph I.(a) of the Complaint.

(b) Novelis admits the allegations contained in Paragraph I.(b) of the Complaint.

(c) Novelis admits the allegations contained in Paragraph I.(c) of the Complaint.

(d) Novelis admits the allegations contained in Paragraph I.(d) of the Complaint.

(e) Novelis admits the allegations contained in Paragraph I.(e) of the Complaint.

(f) Novelis admits the allegations contained in Paragraph I.(f) of the Complaint.

(g) Novelis admits the allegations contained in Paragraph I.(g) of the Complaint.

(h) Novelis admits the allegations contained in Paragraph I.(h) of the Complaint.

(i) Novelis admits the allegations contained in Paragraph I.(i) of the Complaint.

(j) Novelis admits the allegations contained in Paragraph I.(j) of the Complaint.

II.

(a) Novelis admits the allegations contained in Paragraph II.(a) of the Complaint.

(b) Novelis admits the allegations contained in Paragraph II.(b) of the Complaint.

III.

Novelis admits the allegations contained in Paragraph III of the Complaint.

IV.

Novelis admits the allegations contained in Paragraph IV of the Complaint.

V.

Novelis denies the allegations in Paragraph V because the phrase “at all material times” is vague and unclear. Novelis admits that the following employees were or are supervisors and/or agents of Novelis during at time periods relevant to the Complaint: Phil Martens, Marco Palmieri, Chris Smith, Tom Granbois, Duane Gordon, Jason Bro, Dan Taylor, Doug Borer, Warren Smith, Andrew Biggs, Paul Elia, Craig Formoza, Peter Sheftic, Greg Dufore, Bryan Gigon, and Andy Quinn.

VI.

Novelis denies the allegations contained in Paragraph VI of the Complaint.

VII.

(a) Novelis denies the allegations contained in Paragraph VII.(a) of the Complaint.

(b) Novelis denies the allegations contained in Paragraph VII.(b) of the Complaint.

(c) Novelis denies the allegations contained in Paragraph VII.(c) of the Complaint.

(d) Novelis denies the allegations contained in Paragraph VII.(d) of the Complaint.

VIII.

(a) Novelis denies the allegations contained in Paragraph VIII.(a) of the Complaint.

(b) Novelis denies the allegations contained in Paragraph VIII.(b) of the Complaint.

(c) Novelis denies the allegations contained in Paragraph VIII.(c) of the Complaint.

(d) Novelis denies the allegations contained in Paragraph VIII.(d) of the Complaint.

(e) Novelis denies the allegations contained in Paragraph VIII.(e) of the Complaint.

IX.

(a) Novelis denies the allegations contained in Paragraph IX.(a) of the Complaint.

(b) Novelis denies the allegations contained in Paragraph IX.(b) of the Complaint.

(c) Novelis denies the allegations contained in Paragraph IX.(c) of the Complaint.

X.

(a) Novelis denies the allegations contained in Paragraph X.(a) of the Complaint.

(b) Novelis denies the allegations contained in Paragraph X.(b) of the Complaint.

(c) Novelis denies the allegations contained in Paragraph X.(c) of the Complaint.

(d) Novelis denies the allegations contained in Paragraph X.(d) of the Complaint.

XI.

Novelis denies the allegations contained in Paragraph XI of the Complaint.

XII.

(a) Novelis admits the allegations contained in Paragraph XII.(a) of the Complaint.

(b) Novelis admits the allegations contained in Paragraph XII.(b) of the Complaint.

(c) Novelis admits the allegations contained in Paragraph XII.(c) of the Complaint.

XIII.

(a) Novelis denies the allegations contained in Paragraph XIII.(a) of the Complaint.

(b) Novelis denies the allegations contained in Paragraph XIII.(b) of the Complaint.

(c) Novelis denies the allegations contained in Paragraph XIII.(c) of the Complaint.

(d) Novelis denies the allegations contained in Paragraph XIII.(d) of the Complaint.

XIV.

(a) Novelis denies the allegations contained in Paragraph XIV.(a) of the Complaint.

(b) Novelis admits the allegations contained in Paragraph XIV.(b) of the Complaint.

(c) Novelis denies the allegations contained in Paragraph XIV.(c) of the Complaint.

(d) Novelis denies the allegations contained in Paragraph XIV.(d) of the Complaint.

XV.

(a) Novelis admits the allegations contained in Paragraph XV.(a) of the Complaint.

(b) Novelis denies the allegations contained in Paragraph XV.(b) of the Complaint.

(c) Novelis admits the allegations contained in Paragraph XV.(c) of the Complaint.

(d) Novelis denies the allegations contained in Paragraph XV.(d) of the Complaint.

XVI.

Novelis denies the allegations contained in Paragraph XIV of the Complaint.

XVII.

Novelis denies engaging in any wrongful conduct and denies that there is any basis whatsoever for imposition of a bargaining order that would override the free choice made by a majority of employees in the election. Novelis denies engaging in any unlawful acts. Novelis admits only that there are approximately 599 employees in the unit described in Paragraph XV and denies all other the allegations contained in Paragraph XVII.

XVIII.

Novelis denies that it has any obligation to recognize and bargain with the Union. Employees voted against union representation in a fair secret ballot election and that result cannot be overturned without violating the Section 7 rights of the employees who freely voted against union representation and the free speech rights of Novelis. Novelis denies the allegations of Paragraph XVIII.

XIX.

Novelis denies the allegations contained in Paragraph XIX of the Complaint.

XX.

Novelis denies the allegations contained in Paragraph XX of the Complaint.

XXI.

Novelis denies the allegations contained in Paragraph XXI of the Complaint.

XXII.

Novelis denies engaging in unfair labor practices and therefore denies the allegations in Paragraph XXII.

WHEREFORE, Novelis denies engaging in any unlawful conduct and denies that any remedy would be necessary or proper. Novelis denies that an Order requiring that a Notice be read to employees during working time by Mr. Martens or Mr. Smith in the presence of a Board Agent is appropriate.

AFFIRMATIVE AND OTHER DEFENSES

Without waiving or excusing the burden of proof of the General Counsel, or admitting that Novelis has any burden of proof, Novelis hereby asserts the following affirmative or other defenses:

FIRST DEFENSE

The Complaint should be dismissed because Novelis has not interfered with, restrained or coerced any employee in violation of the Act in the exercise of any rights he had under Section 7 of the Act, the Company did not take any adverse action against any employee under the Act and no agent or supervisor of Novelis within the meaning of the Act took any unlawful act which affected employee free choice.

SECOND DEFENSE

The Complaint should be dismissed because Novelis did not take any actions in violation of the Act and has acted at all times in accordance with the Act and applicable NLRB precedent.

THIRD DEFENSE

The Complaint should be dismissed in part because certain allegations, even if true, do not violate the Act.

FOURTH DEFENSE

The Complaint should be dismissed in part because even if Novelis took actions in response to protected concerted activity, which Novelis expressly denies, Novelis would have taken the same conduct even in the absence of protected concerted activity.

FIFTH DEFENSE

The Complaint should be dismissed in part because Novelis is permitted to express or disseminate views, arguments, or opinions, as long as such expression contains no threat of reprisal or force or promise of benefit.

SIXTH DEFENSE

The Complaint should be dismissed in part because certain aspects impermissibly attack Novelis' rights of free expression.

SEVENTH DEFENSE

The Relief sought should be denied as inconsistent with the Act and unwarranted under the circumstances.

EIGHTH DEFENSE

The Complaint should be dismissed in part because even assuming that Mr. Abare engaged in legally cognizable concerted activity under the Act on March 29, 2014, which Novelis denies, such activity was not protected under the Act.

NINTH DEFENSE

The Relief sought pertaining to the issuance of a bargaining order is inappropriate and inconsistent with the Act because it cannot be demonstrated that the possibility of conducting a fair rerun election is slight, it is inconsistent with the Section 7 rights of employees to not join unions, to vote against unions and to actively oppose unions, the General Counsel cannot carry its burden in demonstrating that the Union ever had majority support and even if it could, the reasons for loss of majority support are unrelated to any alleged unlawful conduct by Novelis.

TENTH DEFENSE

Novelis reserves the right to assert additional defenses during the course of this action.

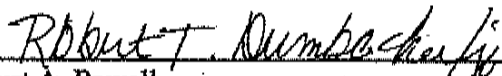
ELEVENTH DEFENSE

Novelis asserts that the Complaint is not substantially justified and seeks the recovery of all allowable fees and expenses pursuant to Board Rules and Regulations and all other applicable laws.

WHEREFORE, Novelis respectfully requests that upon final disposition of this Complaint, the Administrative Law Judge and the National Labor Relations Board find that Novelis did not violate the National Labor Relations Act in any of the ways alleged in the Complaint, that Novelis receive an award of all allowable fees and expenses incurred in this proceeding, and grant such other and further relief, at law or in equity, to which Novelis shows itself to be justly entitled.

Respectfully submitted this 15th day of June, 2014.

HUNTON & WILLIAMS LLP


Kurt A. Powell

Robert T. Dumbacher
Bank of America Plaza, #4100
600 Peachtree Street, NE
Atlanta, GA 30308
Telephone: 404-888-4000
Facsimile: 404-888-4190
Email: kpowell@hunton.com
Email: rdumbacher@hunton.com

Attorneys for Respondent NOVELIS
CORPORATION

CERTIFICATE OF SERVICE

I certify that on this 15th day of June, 2014, I caused the foregoing to be electronically filed with the National Labor Relations Board at <http://nrlb.gov> and a copy of same to be served by U.S. Mail and via email on the following parties of record:

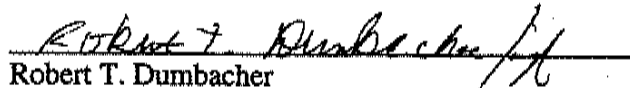
Rhonda P. Ley
Regional Director
National Labor Relations Board -- Region 3
Niagara Center Building
130 S. Elmwood Avenue, Suite 630
Buffalo, New York 14202

Mr. Brad Manzolillo
USW Organizing Counsel
Five Gateway Center Room 913
Pittsburgh, PA 15222

Jim Ermi, UE Field Organizer
United Steelworkers International Union
Five Gateway Center, Room 913
Pittsburg, P A 15222

and

'bmanzolillo@usw.org' for the international
nicole.roberts@nrlb.gov;
linda.leslie@nrlb.gov;
mary.mattimore@nrlb.gov


Robert T. Dumbacher



Solicitation

OVERVIEW

Solicitation can interfere with normal operations, be detrimental to efficiency, cause unnecessary annoyance, and pose a threat to security. Novelis prohibits solicitation and distribution in working areas of its premises and during working time (including Company email or any other Company distribution lists).

AUDIENCE

This standard applies to the extent permitted by applicable law to all employees of Novelis Inc. and each business unit, department function or group thereof and, to the extent permitted by applicable law, each of its subsidiaries and affiliates ("Novelis" or "Company"), unless otherwise covered by a collective bargaining agreement or otherwise subject to possible participation rights of Works Council or other national employee representatives.

This standard is not intended to be and does not create a contract (express or implied) and it is not intended to be and does not create any legally enforceable obligation on the part of Novelis or its employees. Nothing in this standard is intended or should be construed to infringe upon employees' rights under applicable local laws.

STANDARD

The Company maintains bulletin boards to communicate Company information to employees and to post required notices. An unauthorized posting of notices, photographs or other printed or written materials on bulletin boards or in other working areas and during working time is prohibited.

Employees are prohibited from soliciting funds or signatures, conducting membership drives, posting, distributing literature or gifts, offering to sell or to purchase merchandise or services (except as approved for Novelis business purposes) or engaging in any other solicitation, distribution or similar activity on Company premises or via Company resources during working times and in working areas.

Persons who are not employed by the Company are prohibited from soliciting funds or signatures, conducting membership drives, posting, distributing literature or gifts, offering to sell or to purchase merchandise or services (except as approved for Novelis business purposes) or engaging in any other solicitation, distribution or similar activity on Company premises or via Company resources at all times.

ROLES AND RESPONSIBILITIES

All managers and supervisors are responsible for administering this standard and for enforcing its provisions. It is the responsibility of each employee to comply with this standard and consider it a condition of employment.

Standard Title: Solicitation Standard
Standard Owner: Corporate Human Resources
Effective Date: August 1, 2012
Revision Date: March 1, 2013
Page 1 of 2

Exh. No: 2 Received ☒ Rejected ☐
Case No.: 03-CA-12193 et al
Case Name: Novelis Corp
No. Pgs: 9-9-14 Date: 9-9-14 Rep.: Am

Novelis 23-000015

GCE Exh. 2

COMPLIANCE AND ENFORCEMENT

Management and employees are responsible for complying and, as applicable, enforcing compliance with this standard, as well as regional and/or local policies.

RELATED GLOBAL STANDARDS

Code of Conduct
Use of Company Property Standard

SUPERSEDING STANDARDS

This standard supersedes all other previously issued Company solicitation policies, guidelines or standards.

CONTACT LIST

Employees may contact the Novellis Ethics Hotline or their local HR representative if they have any questions about this standard. Although the Company generally will provide prior notification when possible, the Company reserves the right to change, amend, or terminate the referenced plans, programs, standards and/or procedures at any time, without notice, subject to applicable law and/or the terms of any applicable collective bargaining agreement or contracts in place. The information provided is not intended to supersede any applicable local, state or country law or the terms or provisions of any current collective bargaining agreement. In the event of a conflict with this standard, the applicable law, contract, or collective bargaining agreement shall prevail.

Novellis Ethics Hotline Numbers	
Country	Number
Brazil	0800-892-1819
Canada	1-800-844-3389
France	0800-91-5646
Germany	0800-180-6638
Italy	800-788361
South Korea	00308-132684
Luxembourg	800-2-5587
Malaysia	1-800-81-6212
Switzerland	0800-56-3308
United Kingdom	0808-234-0284
United States	1-800-844-3389

Standard Title: Solicitation Standard
Standard Owner: Corporate Human Resources
Effective Date: August 1, 2012
Revision Date: March 1, 2013
Page 2 of 2

Novellis 23-000016

Placeholder For General Counsel Exhibit 5

**This exhibit is a video file in CD Rom format maintained with the hard copies of the Appendix*



1

NOVELIS_OSWEGO - 25th HOUR VIDEO_FEBRUARY 2014

AUDIO/VIDEO RECORDING

3-CA-121293 et al

Transcribed for the
National Labor Relations Board

Transcript 1 of 1

By: Mary E. Dring

Burke Court Reporting, LLC

GC
Exh. No: 6 Received ☒ Rejected ☐
Case No.: 03-CA-121293 et al
Case Name: Novelis Corp
No. Pgs: 9-9-14 Date: 9-9-14 Rep.: Am

TRANSCRIPTION OF AUDIO/VIDEO PROVIDED

MR. MARTENS: Well, good evening, everyone. I want to thank you all for taking the time to come here. And I wanted to tell you a little bit why I wanted to meet with you.

You know, the decision you're going to make is a very important one. And for me, for many reasons, it's a very personal one.

A lot of you don't understand what kind of decisions have been made to support the Owego Plant over the past four years. And I want to take you through how we've made commitments and how I've made decisions to secure your future, your family's future, the employment levels at this plant, and to keep it in its unique way an integrated part of our company.

You know, in 2010 I made a decision to locate the cash lines here that we're standing in. And I made that decision after we evaluated many different options of where we could put the facility. That investment was made to a large degree on the backbone of the people here in the plant.

We felt that we had a workforce that could adapt, and learn, and adjust to the demands of a higher profitability line, a higher speed engagement with the customer, and ultimately the growth aspects of the North

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1 American market place. That was a very, very important
2 decision, and it was one that now has led towards the
3 leadership position that we have in the automotive space
4 going forward.

5 But on that, we also made a decision to all of
6 you, and I personally made the commitment to myself to
7 sustain the employment levels here at Oswego and make them
8 grow.

9 About a year later, we had to make probably for
10 me in my career one of the most difficult decisions and
11 that involved the loss of jobs for over 140 people. In
12 this plant, we lost the Ball business. That Ball business
13 was about 100 kilotons a year. It was reallocated to
14 another automotive -- I mean rolling supplier.

15 If we had just taken that business out, we were
16 looking at a layoff here in the plant of about two to
17 three hundred people. I made the decision not to lay
18 people off here. I had made a commitment to this plant, I
19 had made a commitment to you, and I decided to close
20 Saguenay. When I closed Saguenay, 140 people lost their
21 jobs. What did though is we allocated that product into
22 this plant. We kept the employment levels here --

23 Does this work?

24 (Sound/mic issues.)

25 MR. MARTENS: We kept the employment levels here

1 at a sustained level. We added product into this plant,
2 and we closed the Saguenay facility.

3 What I saw out of all of you in that transition
4 was a tremendous compassion for what we were doing; an
5 incredible effort to make that work seamlessly, and
6 ultimately I saw great collaboration. But that was a very
7 difficult decision for me to make, and I made that based
8 on the commitment I had made to you that you didn't know
9 about; that we were going to maintain and grow the
10 employment levels here at this plant.

11 After that, we made another large investment
12 decision, now to expand even further in the automotive
13 space; we're going to add a third heat treatment line
14 here. We're spending \$50 million on the infrastructure.
15 We are growing the employment here by well over 100 new
16 jobs. And for all of you, when you think about your
17 future, and you think about what we've done together, we
18 have secured your future, your family's future, and we've
19 done that in a collaborative sense.

20 And perhaps the most endearing thing to me was
21 the help you provided all of the company when we launched
22 the ERP system. That was tough. It wasn't a great
23 experience, but it worked because of you.

24 And there are many things that we are trying to
25 do in this business. We haven't gotten them all right,

1 and I would like Marco to talk a little bit about the
2 region's commitment to some specifics that go to your
3 employment engagement here.

4 So let me bring up Marco, who you all know as
5 the president of North America.

6 MR. PALMIERI: Thank you, Phil.

7 Good afternoon, all. I made some notes because
8 I really want to make sure to tell you what is in my mind
9 today. I came here to tell you that we have heard your
10 feedback to our close relationship with those vehicle
11 management team.

12 I have three points that I want to make today as
13 you prepare for this vote on Friday -- Thursday and
14 Friday.

15 Number 1, in my employment at Glen Stockman (ph)
16 that was a direct response to feedback in the plant. We
17 committed to the wage structure for the year, plus a 5
18 percent increase, and 2500 payout. This is significantly
19 richer than all the other plants in Novelis North America.

20 We also understand your concern has been the
21 shift schedule. We have no reason to change from the 12-
22 hour J-schedule (ph). But as a group, we need to work
23 together as a team to run the plant as customers' demands
24 can change.

25 Those of you with questions about pension; our

1 pension fund is funded per the legal requirements, no
2 doubts there. For those of you that don't participate in
3 the pension, our total retirement package is highly
4 competitive when you consider that the 4.5 percent dollar
5 per dollar company match in the 401(k) and the 5 percent
6 additional contribution that Novelis make to the
7 retirement fund.

8 We know that we have to improve communications
9 and trust between leaders and the employees. We are
10 committed to more open dialogue, particularly in the areas
11 that affect our workplace.

12 Chris and his management team are working to
13 improve face-to-face communication within the plant, and
14 you should continue to expect to be heard. Together we
15 are very focused on flawless execution and in meeting the
16 strict demands of our customers.

17 Our methods for success will be tied to the
18 successful execution of our goals. And if we're
19 accomplishing our goals, we will all have the opportunity
20 to share in that success. You have proven that you are up
21 to the challenge and I know that you will deliver.

22 (Indiscernible) these efforts, our North America
23 leadership team remains confident in the plant management
24 in Oswego. For that given reason if given the choice I
25 would not invite the Union to speak on your behalf. I

1 would vote "NO."

2 Thank you. Now I call back Phil, please.

3 MR. MARTENS: I want to add a few more comments
4 here. You know, as we've talked about this we've left
5 this a little bit down to the level to handle it here.
6 But I want to talk to you a little bit about what it means
7 to vote "YES," and what it means to vote "NO."

8 From a management point of view you might be
9 surprised that the best decision for the company
10 financially is a "YES" vote. It's interesting for me to
11 say that because when I look at the comparative balance
12 sheets of these agreements at Fairmont, at Terre Haute,
13 those are actually more financially favorable by a long
14 shot than what we have here and offer you.

15 Think about it. This year you get a 5 percent
16 merit, a \$2500 payout; the folks at the other plants get
17 less than 2 percent, and they have to pay union fees.
18 That's a fact.

19 You have more flexibility.

20 Are we -- yeah (referring to microphone sound).

21 You have more flexibility in your scheduling.
22 And Marco just commented that we're not going to make any
23 changes there. We would certainly endorse the changes
24 that could come with a union, but we don't want that for
25 you.

1 There's a lot of other constraints and
2 restrictions that go along with that, but make no mistake,
3 if you vote "YES" it becomes a business decision. The
4 base line for the start is not where you're at today. The
5 base line for the start is at where the Warren or the --
6 excuse me, the Fairmont or the Terre Haute agreements are,
7 and they are much different, and must less supportive of
8 the lifestyles that you want.

9 I don't want you to vote "YES." I don't think
10 that's the right decision for all of you. I have a
11 personal interest in this company. I have a personal
12 interest in the livelihoods of the people here. And I
13 know for a fact that the manners in which we work together
14 to get where we're at from a wage, from a shift
15 flexibility, from a benefit package are what you need.

16 Yeah, we've made some mistakes. As Marco said,
17 we have to communicate better and we will do that going
18 forward. But I think it's important that you understand
19 that it's in our best interest for you to vote "NO." It's
20 not the best business decision for many reasons, but it's
21 the best decision for the company, for you, and for your
22 families. And I think you need to really look at that and
23 step back and say the lifestyle, the flexibility, the
24 security of everything that we've brought here, the
25 commitment I've made to this plant; all of that put

1 together is unique. There's no other labor agreement in
2 the United States that's as engaging as this one is. I
3 can guarantee you that.

4 I want to talk for a minute about the USW. I've
5 dealt with unions around the world, and I think what you
6 have to understand is sometimes you have to understand
7 that customer that you want to dance with a little bit
8 better.

9 Apparently, last night in their discussions with
10 you they said that they filed no grievances. And today as
11 I was coming up I said, "That's strange because right here
12 is a letter from the NRLB (sic) of filed grievances."
13 That's who you're dealing with. That's not who I am.
14 That's not what this company, Novelis, is about. And it's
15 not the kind of commitment that I would say I'm going to
16 do and then do something different.

17 The commitment I've made to you guys is
18 unparalleled. I've maintained your jobs. We've
19 maintained wages above market. We've maintained shift
20 patterns. We're maintaining your pension. We're here to
21 secure your future forever. Nobody else can do that.

22 I encourage you to vote "NO." You have a
23 tremendous future, and you have an absolutely tremendous
24 agreement with us. And all we want to do is work with you
25 going forward, better, and that's our job to do.

1 Thank you.

2 MR. SMITH: Thanks, Phil. Thanks, Marco.

3 Can everybody still me okay up there? We good?

4 Okay.

5 Just want to take 10 or 15 minutes to try and
6 bring some of those comments that you've just heard from
7 Phil and Marc back into the message that we've been
8 relaying over the last two or three months.

9 Why are we here today? It's about you and your
10 family, it's about your future, and it's about how the
11 vote is going to impact everybody that's depending on you
12 as a wage earner in your household.

13 It's about change. It's about great change.
14 It's about the fact that we've invested \$400 million in
15 this facility. Where else in this area for years have you
16 ever seen that same sort of confidence invested in a
17 company to guarantee jobs, to guarantee security, and to
18 give them the opportunity to develop a brand new portfolio
19 of products, that not only is going to have an impact on
20 your career, on this company, but that of the automotive
21 industry in North America, as well?

22 It's about growth. Two hundred plus jobs
23 already announced. And if we do this right, and we hit
24 this out of the park as far as that first vehicle, that
25 first program is concerned, who's going to deny us asking

1 for a fourth line? But we have to deliver.

2 And it's about communication. Even this
3 microphone doesn't work -- but it's about communication.
4 We've already admitted we have some work to do in that
5 regard, but I would like to think we've already
6 demonstrated the fact you do have a voice. We've relayed
7 that, and the discussions, and the concerns that we've had
8 over the last four or five months to Atlanta, to Phil, to
9 Marco; they've listened. We've learned along the way.
10 Would we have done it a little bit differently if we had
11 the time to do it again? Probably right. But the fact of
12 the matter is with a 5 percent pay raise and a two and a
13 half thousand dollar bonus; I think it's a pretty good
14 start. People are listening to Oswego.

15 The last three years, after I left Oswego after
16 my first stint, I was given the opportunity to work in the
17 automotive market from a commercial perspective. The last
18 18 months of that term I was involved in every negotiation
19 meeting that we had the Ford Motor Company over the F-150,
20 the P552 contract.

21 When I had the opportunity to come back here,
22 and to help deliver what we promised in that contract, I
23 was really proud and privileged, and still am, because I
24 know we can deliver exactly what we're expected to as far
25 as managing the expectations of the customer.

1 That said, with any new development with new
2 enterprise, there is some concerns that come along with
3 it; safety always being one of them. It's always
4 something we lead with every meeting, with every event
5 that we have. Everybody can vouch to that. So imagine
6 the challenge that we took on when we finished our most --
7 our safest year after 49 years of history, and then we
8 started the development as far as the automotive expansion
9 is concerned.

10 We have a construction site. We have numerous
11 items that we're going to be faced on a day-to-day basis
12 (sic), upset conditions, and that's the challenge that we
13 took on as a whole. And we've done pretty good so far.
14 Albeit we haven't got to the levels that we demonstrated
15 last year. But that is going to be first and foremost as
16 we continue expand here (sic) and in remount (ph) in the
17 years to come.

18 Then you have the design and construction, and
19 most of you know it even better than me. When we signed
20 that contract, and the timeline that we had available to
21 us, we had to work successfully through at least one
22 Oswego winter without getting the roof on this building.
23 Fortunately, it was a mild one. But we were still
24 incorporating state of the art equipment and technology to
25 make sure we are the cutting edge of automotive

1 development as we go forward. And we've done a pretty
2 good job at delivering in that regard, also.

3 Fulfilling the contract. It was a tough
4 negotiation session. We had about 18 months and over 50
5 visits to Detroit to get the final document. Once we had
6 it agreed to there was a lot of commitment from our side
7 in what we had to deliver from a legal, a contractual
8 perspective on a product range that we've never delivered
9 in a finished format of this facility. That's quite a
10 commitment; 147 KT a year, one and a half of these cash
11 lines just to go to one product. One program. And that's
12 what we signed up for.

13 And then we have the timeline. Fortunately,
14 Phil had the foresight to be able to invest even before we
15 signed that contract. The big benefit that we had, we had
16 a two-month advantage over the weather and our competitors
17 in realizing what you now see around you.

18 We're still behind the 8-ball to a certain
19 degree, however. When you look at what we have to do in
20 that same period of time, in terms of commissioning these
21 lines, qualifying the material, passing all the Ford
22 testing, and then be able to set a supply chain up that's
23 going to guarantee you two weeks of inventory on the floor
24 for 126 specifications every day of the week, 24 hours a
25 day, for the next six years, which is the duration of this

1 program. That's the deliverables that we have in front of
2 us. That's what's Ford's expectations amount to.

3 My concerns, however, did not include a rapid
4 increase in competition. Most of you would have heard
5 recently the expansion that was announced by Constellium
6 and Tri-Arrows; \$150 million to do exactly what we're
7 doing here, to build their own cash line. Great news for
8 the automotive industry. They see their perspective
9 supply chain and options increasing. For us, however,
10 ultimately it's a competitor.

11 It's not an overseas competitor anymore; it's
12 somebody in our backyard who will be competing for those
13 very same programs that we'll be looking at after the F-
14 150. And do you honestly think it's going to stop with
15 one line? Not a chance.

16 So that's what we've got up against. Not only
17 are we going to be delivering on our commitments, we've
18 also got to be aware that other people can expand on the
19 demand that we see, just like we've done, just like Alcoa
20 have done (sic). And that's not going to change.

21 We stub our toe, we fail on delivery, we don't
22 sustain supply or the quality that we need, then we're
23 back amongst the Alteran's (ph). It's ours to lose, guys.
24 We got to make sure we don't fall into that category.

25 The other thing that I didn't envision was

1 having a potential third party to work with. A third
2 party that knows very little, if anything, about our
3 business. A third party that knows nothing about the
4 supply of material to the automotive industry. A third
5 party that doesn't understand our strategy on a worldwide
6 basis, and the role that Oswego's going to be playing in
7 that to be successful for the company if we do it right
8 for decades to come. That's a concern.

9 Let's be honest, that last point, that's exactly
10 where we sit today. We have a distracted and divided
11 workforce. That's not something that we can afford to
12 live with long-term if we're going to be successful as far
13 as the automotive initiative is planned going forward.

14 So that's brought us up to today. That's given
15 you a little background of the last three or four years,
16 and that's brought you up to where we currently sit at
17 this moment in time.

18 Let's spend a couple of minutes looking at the
19 future. Let's look at what that future may look like once
20 we're successful. I've got a two-minute video. For those
21 of you that haven't seen it, this is the launch of the F-
22 150 that Ford unveiled about four or five weeks ago in
23 Detroit at the motor show. As you're watching it ask
24 yourself what has Ford got in terms of skin (ph) as far as
25 this development's concerned? It's billions of dollars.

1 And you'll see by the fanfare and the show that they put
2 on to the world to see the attributes of this new product,
3 exactly how strong they are behind it.

4 And then ask yourself what role are we going to
5 play in this? It's going to be pretty cool. I promise
6 you that. This is the one opportunity you will have in
7 your careers to actually have such a big impact on two
8 huge industries, and still be able to see that through to
9 your days of retirement. But we have to deliver.

10 So watch the video. See what you think.

11 **(Whereupon, a video was played.)**

12 MR. SMITH: More than 760,000 units sold last
13 year alone. Or to break it down, one every 41 seconds.
14 And thankfully we've got the opportunity to be the lead
15 supplier on that program. We have the highest percentage
16 of aluminum going into that vehicle from the three
17 suppliers that are involved. So as their sales go up, so
18 does our opportunity to deliver more material to the
19 program. That's a pretty neat position to be in. Let's
20 not take it for granted.

21 This is really only the beginning, and hopefully
22 you've over time understood a little bit of what we've
23 been saying in terms of the opportunities that lie ahead
24 of us once we're successful in delivering the material for
25 the launch of this program.

1 The recent \$200 million announced in December
2 for a third cash line brought the total to over \$400
3 million to be invested in Oswego announced over the last
4 three or four years. Where else can you look at any other
5 industry in this part of the world that even comes close
6 to demonstrating that sort of support; to guarantee that
7 sort of an opportunity, to be on the edge of cutting
8 technology that will have such an impact on the future of
9 this organization, as well as the customer base that we're
10 going to be supplying.

11 Two hundred new jobs already. But again, it's
12 not a God-given right that every program we get the
13 opportunity to supply this volume of material to; we've
14 got to earn it, guys. We've got a heck of a learning
15 curve that we have got to get to in a very small period of
16 time if we're going to realize those opportunities.

17 And as you heard me say before, it's not just
18 the cash lines. The cash lines are the frosting on the
19 cake. They get their photographs in the paper and they
20 get all the good publicity, but if we don't take the order
21 correctly, process the order, cast it, hard roll it, cold
22 roll it, the cash lines are not a Band-Aid. Every one of
23 us in this facility has an equal amount of responsibility
24 to make sure that we do what we need to do to make sure by
25 the time the calls arrive here for this process they're in

1 the best possible condition that we can deliver.

2 And we haven't got to do it once; we've got to
3 do it every day. And if we actually get to the point
4 where we realize where we see we can be five years from
5 now, and we're rolling 150 automotive calls a day down the
6 hot mill, that quality has got to be seamless for every
7 one of them. It's not do two good and then one bad,
8 nobody's going to stand for that. That's not going to
9 make us competitive. But that's what we've got to
10 achieve, and then sustain it on a regular basis going
11 forward.

12 We recognize, as Phil said, the past year we got
13 off track. And I'm not here to pick an argument, I'm not
14 here to make any excuses; we got off track. There was a
15 lot of change over a short period of time, and as I said,
16 we've learned some valuable lessons, which won't be
17 repeated. But at the end of the day, I think you'll agree
18 with the concessions we were able to put back on the table
19 earlier this -- or earlier last month, that people are
20 listening, we understand it's not necessarily a case of
21 one-size-fits-all. So we've got some of those concessions
22 back to make us whole.

23 But the ball is now still in our court to make
24 sure we deliver around the conditions and the benefits of
25 employment that you've currently got on the table, in your

1 hand, and as per the booklet that was released four weeks
2 ago. That's in the bag.

3 Relationships have been strained. You guys can
4 probably tell me half a dozen stories each, where it's
5 either within a crew, it's family members here on site,
6 it's department to department. Not something that I
7 honestly envisioned when I came back here 12 months ago
8 that we would be having to deal with on a day-to-day
9 basis. It's no fun for me; it can't be any fun for you.

10 We have to change. We have to change for the
11 better. If we're going to realize the opportunity that
12 \$400 million investment and 200 new jobs are going to give
13 us we have to change.

14 As I mentioned earlier, with that sort of
15 investment, it's probably the only time in your career
16 that you can actually work here in Oswego Works and be
17 able to be an integral part of delivering on that.

18 And we've got to get past the vote. Simple as
19 that. And I'm hoping that by the time you leave here
20 today, you'll have enough information to be able to make
21 an informed decision based on fact. Not promises, fact.

22 The next 12 months are critical. We've got new
23 facilities, we've got a new product portfolio, we've got
24 an extremely demanding customer as we all will become to
25 appreciate in that same period of time. That same

1 customer will have options as we go forward. The last
2 thing we want to do is give them any reason to look
3 elsewhere outside of Novelis, or specifically Oswego, New
4 York for any future aluminum intensive programs that they
5 bring to the table.

6 Bringing in a union is a distraction that will
7 take us away from achieving our business goals. You can't
8 tell me that the last three of four months everybody in
9 this room has been concentrating on their job 100 percent
10 of the time. It comes with the territory when you
11 introduce the "union" word in the conversation. We cannot
12 afford to have any distractions as we go forward in the
13 next 12 months and beyond. And I honestly believe that
14 without a union is the only way we're going to realize
15 that success.

16 I want to refer to the last six months in
17 support of the Union. "At least I have a voice," really?
18 The unfair labor charge that Phil mentioned, how many of
19 you actually knew that that was actually being filed? Not
20 many I would guess.

21 Did you also know that that charge was filed
22 against the fact that we brought those concessions to the
23 table four weeks ago? So in other words, if we plead
24 guilty, those concessions come off the table. Do you want
25 to take a vote now? That's fact.

1 "Let the chips fall where they may," really? Do
2 you really want to leave it to someone else to define your
3 future? To define your work relationships with each
4 other? Look at the people sat (sic) next to you. If a
5 union comes in here we're going to lose people. We're
6 going to lose those people in the same row, the same
7 shifts that you work with, the same crews; they're going
8 to go elsewhere because their career is going to be
9 stunted. They won't like the atmosphere and the rigor in
10 which we have to abide by with the rule books, the things
11 that we've taken for granted.

12 For those of you who have never worked anywhere
13 else; this is a really unique place. Try and talk to some
14 of those around you that actually worked in a union
15 environment; do you hear any of them telling you that's
16 the way we got to go? Ask those questions, please.

17 I'm neutral. I would argue nobody can afford to
18 be neutral. If 100 people turn up to vote and 51 of them
19 vote "YES" for the Union, you've got a union here in
20 Oswego, New York. Here in Novelis. If you don't want a
21 union, don't expect everybody to have your best interests
22 at heart; go and vote. We have the times set up, four
23 separate periods, hopefully will be convenient for
24 everybody to do that. Please vote and make your voice
25 heard.

1 Roll the dice. Again, do you really want to put
2 it to that risk for somebody else to vote for what they
3 think is going to be in your best interests? I'll leave
4 you to answer that question yourself. So please, think
5 about it. Make a decision. Make an informed decision.
6 Vote. And vote "NO."

7 For those of you who have already made your mind
8 up and you want to vote for the Union, arguably whatever I
9 say I'm not going to change your mind at this stage. I
10 wish it was different but I'm trying to be realistic.

11 For those of you that are against the Union, but
12 you're not necessarily pro-company, I'll ask you this; a
13 lot of you are wearing stickers "One More Chance. One
14 More Year," is that such a bad thing? If you want to sign
15 my name up against what we've promised here today, have at
16 it. If that's what you want me to make sure that we can
17 deliver here, I'm up for the challenge.

18 I've told you before; this is the job that I've
19 wanted for a long, long time when I've been with this
20 company. And it's providing these two gentlemen in the
21 front here let me stay here. I'm in it for the long run
22 guys.

23 I came back here for a reason. I moved my
24 family for the ninth time in 28 years with this company to
25 come back to Oswego, New York. It was about the

1 opportunity. It was about the people. It was about the
2 culture. And it was about what I know we can deliver out
3 of this facility that's going to have an impact, not only
4 here, but in Novelis worldwide. And I'm still up for that
5 challenge, and I'm still confident we can deliver on those
6 contract terms that we signed with Ford two and a half
7 years ago. And I also know we are best situated to do it
8 without a union.

9 Thank you all for your time.

10 This is the last slide I got; they are the dates
11 and the times for the voting at the end of the week. I
12 appreciate your attentiveness. Any questions you have
13 over the next couple of days come and see me or any of the
14 management team and we'll do our best to get back to you
15 with a response as soon as we possibly can. Thank you
16 very much.

17 (Whereupon, the above audio was concluded.)

CERTIFICATION

I, Mary E. Dring, the assigned transcriber, do hereby
certify that the foregoing transcript of proceedings on
Novelis Oswego - 25th Hour Video February 2014, is
prepared in full compliance with the current Transcript
Format for Judicial Proceedings and is a true and accurate
non-compressed transcript of the proceedings as recorded.

NJ AOC AD/T 582

Signature/Date

Burke Court Reporting, LLC

January 07, 2014

Novelis Corporation
448 County Route 1A
Oswego, NY 13126

gc
Exh. No: 7 Received Rejected
Case No.: 03-121293 et al
Case Name: Novelis Corp
No. Pgs: Date: 7-17-14 Rep.: STW

Dear Mr. Chris Smith,

As you are aware, the United Steelworkers have been asked by a majority of your employees to represent them for the purposes of collective bargaining. We would at this time respectfully request card-check recognition to prove we represent the majority. The USW is hopeful that the organizing campaign at Novelis Corporation will be conducted in a fair, professional and lawful manner. We are also hopeful that the management of Novelis supports its employees' legal right to self-organization, to form, to join, or assist labor organizations, to bargain collectively through representatives of their choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

The National Labor Relations Board polices Union representation campaigns to make sure they are free of unlawful threats or promises. The election rules are strict, as they should be, to assure the employees a fair election. The Union is committed to the goal of a fair election, one which enables the employees to make an informed decision as to their legal representational rights. I am confident that you share in our concern that your employees are guaranteed a fair election.

Several of your employees have raised concerns as to what their legal rights are relative to their conduct during this organizing campaign. Of equal concern is what management can and cannot do during the organizing campaign and what would be considered unlawful conduct under the National Labor Relations Act. I have instructed the in-plant organizing committee to disseminate the following information to the employees relative to their later concerns:

Members of management or agents of the company CANNOT:

1. Threaten employees with economic reprisal for Union activity. For example, threatening to move the plant or close the business, curtail operations, or reduce benefits if employees Unionize.
2. Interrogate employees about their own Union membership or activities or those of other employees, including meeting attendance, card soliciting or signing, and other forms of Union participation.

3. Interrogate employees on how they intend to vote.
4. Bar pro-Union employees from soliciting signatures on authorization cards on or off company property during non-working hours.
5. Tell employees that the company will fire or punish them if they engage in Union activity.
6. Layoff, discharge, or discipline any employee for Union activity.
7. Attend any Union meeting, park across the street from the Union hall to see which employees enter the hall, or engage in any activity indicating that employees are being monitored or kept under surveillance to determine who is and who is not participating in the organizing drive.
8. Announce that the company will not deal with a Union.
9. Ask an employee, during a hiring interview about his/her affiliation with a labor organization or how he/she feels about Unions.
10. Make distinctions between Union adherents and non-Union adherents, for example, when assigning particularly desirable or undesirable work, overtime work, etc.
11. Purposely separate pro-Union employees from other employees to prevent the pro-Union group from having access to others.
12. Transfer workers on the basis of Union affiliation or activity.
13. Choose employees to be laid off so as to weaken the Union's strength or discourage membership in it.
14. By the nature of work assignments, create conditions intended to get rid of an employee because of his/her Union activity.
15. Discipline Union employees for a particular action and permit non-union employees to go unpunished for the same thing.
16. Deviate from company policy for the purpose of getting rid of a Union supporter.
17. Take actions that adversely affect an employee's job, pay rate, or other term or condition of employment because of the employee's Union activity.
18. Threaten a Union member through a third party.
19. Threaten workers or coerce them in an attempt to influence their vote.
20. Tell employees, for example, that overtime work (and premium pay) will be discontinued if the plant is Unionized.
21. Say Unionization will take away vacations or other benefits and privileges presently in effect.
22. Say Unionization will force the company to layoff employees.

23. Start a petition or circular against the Union or encourage or take part in its circulation if started by the employees.
24. Urge employees to try to induce others to oppose the Union or keep out of it.
25. Grant employees wage increases, special concessions, or benefits in order to keep the Union out.
26. Promise employees promotions, raises, or other benefits if they get out of the Union, refrain from joining it, or vote against it.
27. Promise benefits to employees if they reject the Union.

I am confident that you understand the importance of refraining from these types of actions to facilitate our common goal of a fair election. I am also confident that the organizing staff will conduct themselves in a professional manner and will provide factual information to the employees regarding the benefits of electing the United Steelworkers as their authorized bargaining representative. I would like to assure you that this organizing campaign is not an attempt by your employees to hurt Novelis in any way. In fact, the employees would like nothing better than to be part of a real team that would assist this company in becoming the world's leading manufacturer of aluminum.

If you have any questions as to the Union's organizing campaign, do not hesitate to call. I look forward to our cordial relationship during this organizing campaign.

Sincerely,

James Ridgeway
Staff Representative
United Steelworkers - District 4
812 State Fair Boulevard, Suite 7
Syracuse, NY 13209-1320

Phone: 315-468-1623
Cell: 615-594-6224
Fax: 315-468-3504
jridgeway@usw.org

CC:
JJV/file

JAN-13-2014 15:18

NLRB REG 3

716 551 4972

P.02

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
PETITION

DO NOT WRITE IN THIS SPACE

Case No.

Date Filed

03-RC-120447

01/13/2014

INSTRUCTIONS: Submit an original and 4 copies of this Petition to the NLRB Regional Office in the Region in which the employer concerned is located. If more space is required for any one item, attach additional sheets, numbering them accordingly.

The Petition alleges that the following circumstances exist and requests that the National Labor Relations Board proceed under its proper authority pursuant to Section 9 of the National Labor Relations Act.

1. PURPOSE OF THIS PETITION (If box RC, RM, or RD is checked and a charge under Section 8(b)(7) of the Act has been filed involving the employer named herein, the statement following the description of the type of petition shall not be deemed made.) (Check One)

- ☒ RC-CERTIFICATION OF REPRESENTATIVE - A substantial number of employees wish to be represented for purposes of collective bargaining by Petitioner and Petitioner desires to be certified as representative of the employees.
- ☐ RM-REPRESENTATION (EMPLOYER PETITION) - One or more individuals or labor organizations have presented a claim to Petitioner to be recognized as the representative of employees of Petitioner.
- ☐ RD-DECERTIFICATION - A substantial number of employees assert that the certified or currently recognized bargaining representative is no longer their representative.
- ☐ UD-WITHDRAWAL OF UNION SHOP AUTHORITY - Thirty percent (30%) or more of employees in a bargaining unit covered by an agreement between their employer and a labor organization desire that such authority be rescinded.
- ☐ UC-UNIT CLARIFICATION - A labor organization is currently recognized by Employer, but Petitioner seeks clarification of placement of certain employees: (Check one) ☐ In unit not previously certified. ☐ In unit previously certified in Case No. _____
- ☐ AC-AMENDMENT OF CERTIFICATION - Petitioner seeks amendment of certification issued in Case No. _____ Attach statement describing the specific amendment sought.

2. Name of Employer
Novelis Corporation

Employer Representative to contact
Chris Smith

Telephone Number
315-349-0121

Fax Number

3. Address(es) of Establishment(s) involved (Street and number, city, state, ZIP code)

448 County Road 1A, Oswego, NY 13126

4a. Type of Establishment (Factory, mine, wholesaler, etc.)
Factory

4b. Identify principal product or service
Aluminum Rolls

5. Unit Involved (In UC petition, describe present bargaining unit and attach description of proposed clarification.)

6a. No. of Employees in Unit:
570

Included:
All Production, Maintenance, Quality Control, Shipping and Receiving Employees

Present
570

Excluded: All other employees including professional employees, guards, and supervisors, as defined by the Act.

Proposed (By UC/AC)

6b. Is this petition supported by 30% or more of the employees in the unit? ☒ Yes ☐ No

(If you have checked box RC in 1 above, check and complete EITHER item 7a or 7b, whichever is applicable)

7a. ☒ Request for recognition as Bargaining Representative was made on (Date) January 07, 2014 and Employer declined recognition on or about (Date) Company has not responded

7b. ☐ Petitioner is currently recognized as Bargaining Representative and desires certification under the Act.

8. Name of recognized or Certified Bargaining Agent (if none, so state)
N/A

Affiliation
N/A

Address, Telephone, and Fax Number
N/A

Date of Recognition or Certification
N/A

9. Expiration Date of Current Contract, if any (Month, Day, Year) N/A

10. If you have checked box UD in 1 above, show here the date of execution of agreement granting union shop (Month, Day, and Year) N/A

11a. Is there now a strike or picketing at the Employer's establishment(s) involved? No

11b. If so, approximately how many employees are participating?
N/A

11c. The Employer has been picketed by or on behalf of (Insert Name) . Since (Month, Day, Year) N/A

12. Organizations or individuals other than Petitioner (and other than those named in items 8 and 11c), which have claimed recognition as representatives and other organizations and individuals known to have a representative interest in any employees in unit described in item 5 above. (If none, so state)

Name	Affiliation	Address	Date of Claim (Required only if Petition is filed by Employer)
N/A			

I declare that I have read the above petition and that the statements are true to the best of my knowledge and belief.

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers, International Union, AFL-CIO-CLC

By

Bill Fournier

Signature of Representative or person filing petition

23 Bridge St,

409-782-9888

Address

Pulaski

City

Telephone

NY

State

Organizer

Title

315-343-1222

Fax

13142

Zip

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

TOTAL P. 02

GC Exhibit 8

A-0634



January 13, 2014

Mr. James Ridgeway
Staff Representative
United Steelworkers – District 4
812 State Fair Boulevard, Suite 7
Syracuse, New York 13209-1320

Dear Mr. Ridgeway:

This letter will confirm that I received your January 7, 2014 letter requesting recognition of the United Steelworkers as the bargaining representative of our employees on the afternoon of January 9, 2014.

Novelis does not believe that a majority of our employees desire union representation and we decline your request for recognition.

While your letter refers to a "fair election," we note that you request Novelis to recognize the union without giving our employees the opportunity to vote in a properly conducted election. We do not believe your suggested approach is appropriate for such an important decision. If the union believes that a majority of our employees desire representation, the union should file a properly supported petition for a secret ballot election to be conducted by the National Labor Relations Board. We respect our employees and we respect their rights to choose or decline union representation on a fully informed basis through a properly conducted election. We would hope that the United Steelworkers will do so as well.

Sincerely,

Chris Smith

Chris Smith
Plant Manager

Exh. No: 9 Received ✓ Rejected _____
Case No.: 03-CA-121293 et al
Case Name: Novelis Corp
No. Pgs: _____ Date: 7-17-14 Rep.: Am

Novelis Inc.
448 County Route 1A
Oswego, NY 13126

Telephone
Fax

+1 315-349-0121
+1 315-349-0336

Website
Email

www.novelis.com
info@novelis.com

GC Exhibit 9

A-0635

Exh. 1 GC 10 Received ✓ Rejected _____
 Case No.: 03-1A-121293 Ad
 Case Name: Novelis Corp
 No. Pgs: 7-17-14 Date: 7-17-14 Rep.: Am

Form NLRB-652

UNITED STATES OF AMERICA
 NATIONAL LABOR RELATIONS BOARD
STIPULATED ELECTION AGREEMENT

Novelis Corporation

Case 03-RC-120447

The parties **AGREE AS FOLLOWS:**

1. PROCEDURAL MATTERS. The parties waive their right to a hearing and agree that any notice of hearing previously issued in this matter is withdrawn, that the petition is amended to conform to this Agreement, and that the record of this case shall include this Agreement and be governed by the Board's Rules and Regulations.

2. COMMERCE. The Employer is engaged in commerce within the meaning of Section 2(6) and (7) of the National Labor Relations Act and a question affecting commerce has arisen concerning the representation of employees within the meaning of Section 9(c).

The Employer, Novelis Corporation, a Texas corporation with its principal offices located at 3560 Lenox Road, Suite 2000, Atlanta, GA 30326 and a facility located at 448 County Road 1A, Oswego, NY 13126, the only facility involved, is engaged in the recycling, manufacturing and non-retail sale of rolled aluminum products. During the past 12 months, a representative period of time, the Employer purchased and received goods valued in excess of \$50,000, which goods were shipped directly to the Employer's Oswego, New York facility from points located outside the State of New York.

3. LABOR ORGANIZATION. The Petitioner is an organization in which employees participate, and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work and is a labor organization within the meaning of Section 2(5) of the Act.

4. ELECTION. A secret-ballot election under the Board's Rules and Regulations shall be held under the supervision of the Regional Director on the date and at the hours and places specified below.

DATE: February 20 and 21, 2014 **HOURS:** 4:30 AM – 7:30 AM and
 4:30 PM – 7:30 PM

PLACE: The West Wing Conference Room at the Employer's Oswego, New York facility.

If the election is postponed or canceled, the Regional Director, in his or her discretion, may reschedule the date, time, and place of the election.

5. UNIT AND ELIGIBLE VOTERS. The following unit is appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

Included: All full-time and regular part-time employees employed by the Employer at its Oswego, New York facility, including the classifications of Cold Mill Operator, Finishing Operator, Recycling Operator, Remelt Operator, Crane Technician, Mechanical Technician, Welding Technician, Remelt Operations Assistant, Hot Mill Operator, Electrical Technician, Process Technician, Mobile Equipment Technician, Roll Shop Technician, Production Process & Quality Technician, Production Process & Quality Specialist, EHS Facilitator, Planner,

Shipping Receiving & Packing Specialist, Stores Technician, Maintenance Technician, Machinist, Facility Technician, and Storeroom Agent.

Excluded: Office clerical employees and guards, professional employees, and supervisors as defined in the Act, and all other employees.

Those eligible to vote in the election are employees in the above unit who were employed during the **payroll period ending January 12, 2014**, including employees who did not work during that period because they were ill, on vacation, or were temporarily laid off.

Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, employees engaged in an economic strike which commenced less than 12 months before the election date, who have retained their status as strikers but who have been permanently replaced, as well as their replacements are eligible to vote. Employees who are otherwise eligible but who are in the military services of the United States may vote if they appear in person at the polls.

Ineligible to vote are (1) employees who have quit or been discharged for cause after the designated payroll period for eligibility, (2) employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and (3) employees engaged in an economic strike which began more than 12 months before the election date who have been permanently replaced.

6. ELECTION ELIGIBILITY LIST. Within seven (7) days after the Regional Director has approved this Agreement, the Employer shall provide to the Regional Director an election eligibility list containing the full names and addresses of all eligible voters. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *North Macon Health Care Facility*, 315 NLRB 359 (1994).

7. THE BALLOT. The Regional Director, in his or her discretion, will decide the language(s) to be used on the election ballot. All parties should notify the Region as soon as possible of any voters or potential voters who only read a language other than English.

The question on the ballot will be "Do you wish to be represented for purposes of collective bargaining by UNITED STEEL, PAPER AND FORESTRY, RUBBER MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS, INTERNATIONAL UNION, AFL-CIO-CLC? The choices on the ballot will be "Yes" or "No".

8. NOTICE OF ELECTION. The Regional Director, in his or her discretion, will decide the language(s) to be used on the Notice of Election. The Employer will post copies of the Notice of Election in conspicuous places and usual posting places easily accessible to the voters at least three (3) full working days prior to 12:01 a.m. of the day of the election. As soon as the election arrangements are finalized, the Employer will be informed when the Notices must be posted in order to comply with the posting requirement. Failure to post the Election Notices as required shall be grounds for setting aside the election whenever proper and timely objections are filed.

9. ACCOMMODATIONS REQUIRED. All parties should notify the Region as soon as possible of any voters, potential voters, or other participants in this election who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.503, and who in order to participate in the election need appropriate auxiliary aids, as defined in 29 C.F.R. 100.503, and request the necessary assistance.

10. OBSERVERS. Each party may station an equal number of authorized, nonsupervisory-employee observers at the polling places to assist in the election, to challenge the eligibility of voters, and to verify the tally.

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11. TALLY OF BALLOTS. Immediately upon the conclusion of the last voting session, all ballots cast will be comingled and counted and a tally of ballots prepared and immediately made available to the parties.

12. POSTELECTION AND RUNOFF PROCEDURES. All procedures after the ballots are counted shall conform with the Board's Rules and Regulations.

NOVELIS CORPORATION

(Employer)

By /s/Kenneth L. Dobkin 1/27/14
(Name) (Date)

Recommended: /s/Tom Miller 1/27/14
THOMAS A. MILLER, Field Examiner (Date)

Date approved: 1/27/14

/s/Rhonda P. Ley

Regional Director, Region 03
National Labor Relations Board

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS, INTERNATIONAL UNION, AFL-
CIO-CLC**

(Petitioner)

By /s/William A. Fears 1/25/14
(Name) (Date)

Exhibit No. GC-11 Identified ☒ Received ☒
Case No. 3:CA-12193 Et Al
Case Name: Novelis Corp
Rep.: A Morris
Date: July 16-18, and 21-23, 2014

Novelis Oswego Excelsior List - Payroll Period Ending January 12, 2014 (Shaded Text = No Longer Employed)

First Name	Last Name	Address1	Address2	City	State	Postal
EVERETT	ABARE	8 GREENVALE LANE		OSWEGO	NY	13126-0000
Timothy	Abbott	310 Highland St.		Fulton	NY	13069
Robert	Abel	416 County Route 51		Mexico	NY	13114
Anthony	Alelunas	3556 Co. Rt. 45		Oswego	NY	13126
Joseph	Allen	346 Co. Rt. 23		Constantia	NY	13044
Roger	Allen	533 PEAT BED RD.		HANNIBAL	NY	13074
Scott	Allen	14309 Rt. 370		Red Creek	NY	13143
Odin	Allison	109 West Seneca St.		Oswego	NY	13126
BRIAN	ANDERSON	129 NINE MILE POINT RD.		OSWEGO	NY	13126-0000
TIMOTHY	ANNAL	354 WEST 5TH STREET		OSWEGO	NY	13126-0000
ROBERTO	ASCENZI	202 EAST 6TH ST.		OSWEGO	NY	13126-0000
James	Ashby	421 County Route 6		Phoenix	NY	13135
GEORGE	AXTELL	712 PEAT BED RD.		HANNIBAL	NY	13074-0000
Erin	Aylesworth	11899 St. Rt. 34		Cato	NY	13033
DEREK	BAILEY	402 Darrow Road		Mexico	NY	13114
JEFFREY	BAKER	P. O. BOX 326		HANNIBAL	NY	13074-0000
Jeffrey	Baker	6 Clear Springs Dr		Oswego	NY	13126
ARTHUR	BALL	19 West First St. North	Apt. #2	FULTON	NY	13069-0000
MARK	BARBAGALLO	98 KINGDOM RD.		OSWEGO	NY	13126-0000
JOHN	BARBUR	11 GERMAR DR.		OSWEGO	NY	13126-0000
GORDON	BARKLEY	8264 STATE ROUTE 104		OSWEGO	NY	13126-0000
SHAWN	BARLOW	71 PERRY HILL RD.		OSWEGO	NY	13126-0000
William	Barton	219 Golfcrest Cir		Baldwinsville	NY	13027
Michael	Basile	9622 Bratt Lane		Brewerton	NY	13029
Charles	Battles	2480 Co. Rt. 6		Fulton	NY	13069
MARC	BAUER	427 Silk Rd.	Lot 30	Fulton	NY	13069
Scott	Baum	3613 St. Rt. 3		Fulton	NY	13126
SCOTT	BEAN	13550 ST. RT. 38		MARTVILLE	NY	13111-0000
NORMAN	BECK	766 MIDDLE RD		OSWEGO	NY	13126-0000
GARY	BECKER	200 CHASE RD.		FULTON	NY	13069-0000

RYAN	BECKER	8 DIANE AVE.		FULTON	NY	13069-0000
MARTIN	BEEMAN	512 BEECH ST.		FULTON	NY	13069-0000
ROGER	BEGINSKI	435 BLYTHE RD.		HANNIBAL	NY	13074-0000
JOSEPH	BELL	83 DOWNEY DRIVE		OSWEGO	NY	13126-0000
Mark	Bellucci	8462 Marco Ln		Baldwinsville	NY	13027
PETER	BENTON	3398 MAIN ST.		MEXICO	NY	13114-0000
George	Benton III	147 WEST 5TH ST. RD.		OSWEGO	NY	13126
SHANE	BESAW	1220 Co. Rt. 8		OSWEGO	NY	13126-0000
JASON	BIVENS	102 East 7th St.		OSWEGO	NY	13126-0000
Victor	Blair	1723 CO RT 6		FULTON	NY	13069
MICHAEL	BLUM	87 Ontario St.		OSWEGO	NY	13126-0000
Jerry	Blum Jr.	213 E. 8TH ST.		OSWEGO	NY	13126
MATHEW	BLUNT	520 Darrow Road		Mexico	NY	13114
JOHN	BOARDWAY	274 East Cherry St.		OSWEGO	NY	13126-0000
SHERI	BOARDWAY	337 Thompson Rd.	Lot C2	Oswego	NY	13126
Nicholas	Bolton	95 Emery Rd.		Fulton	NY	13069
RICHARD	BONNEY	14500 STATE RTE 104		RED CREEK	NY	13143-0000
Joseph	Bordonaro	9312 Conquest Rd.		Port Byron	NY	13140
David	Bouchard	513 Kellogg St.		Fulton	NY	13069
RICHARD	BOWERING	2999 STATE ROUTE 3		Fulton	NY	13069
Luke	Boyea	423 Co. Rt. 1A		Oswego	NY	13126
TIMOTHY	BOYZUCK	40 MCWHORTER ST.		OSWEGO	NY	13126-0000
SHAWN	BRACY	188 MINER RD.		OSWEGO	NY	13126-0000
TIMOTHY	BRADSHAW	40 Franklin Ave.		OSWEGO	NY	13126-0000
MICHAEL	BRASSARD	853 Co. Rt. 6		Valney	NY	13069
KEVIN	BREEN	202 LIBERTY STREET		OSWEGO	NY	13126-0000
ERIK	BROCKWAY	10B MAGNOLIA RD.		OSWEGO	NY	13126-0000
JEFFREY	BROSS	325 HINSDALE ROAD		CAMILLUS	NY	13031-0000
RICHARD	BROWN	59 BRONSON ST.		OSWEGO	NY	13126-0000
Scott	Brown	221 Gilbert Mills Rd		Phoenix	NY	13135
WILLIAM	BROWN	70 SMITH BEACH ROAD		OSWEGO	NY	13126-0000
Matthew	Bucher	4 Sunrise Drive		Oswego	NY	13126
JOHN	BUGOW	214 EAST 5TH. ST.		OSWEGO	NY	13126-0000
Timothy	Bulger	198 East Albany Street	Apt 9C	Oswego	NY	13126

CORT	BULLARD	93 EISENHOWER AVENUE		OSWEGO	NY	13126-0000
RICHARD	BURDICK	649 Rathburn Rd.		Oswego	NY	13126
GARRY	BURTON	4855 STATE ROUTE 104		OSWEGO	NY	13126-0000
MELANIE	BURTON	156 CO. RT. 24		OSWEGO	NY	13126-0000
SHANE	BURTON	156 CO. RT. 24.		OSWEGO	NY	13126-0000
Scott	Buske	416 Co. Rt. 51		Mexico	NY	13114
Daniel	Buskey	956 MIDDLE RD.	LOT 17A	OSWEGO	NY	13126
RODNEY	BUSKEY	796 CO. RT. 1		OSWEGO	NY	13126-0000
RYAN	BUSKEY	671 COUNTY ROUTE 1		OSWEGO	NY	13126-0000
MICHAEL	CAHILL	18 MURRAY ST		OSWEGO	NY	13126-0000
Anthony	Callabiano	9 Heibock Dr		Phoenix	NY	13135
MARK	CALTABIANO	595 COUNTY ROUTE 6		PHOENIX	NY	13135-0000
Alicia	Canale	138 East 6th St		Oswego	NY	13126
ZACHARY	CANOUGH	198 EAST ALBANY ST	APT 5B	OSWEGO	NY	13126-0000
Vincent	Cappellotti	PO Box 82		Marville	NY	13111
CHRISTOPHER	CAROCCIO	PO BOX 5439		OSWEGO	NY	13126-0000
DENNIS	CARPENTER	337 Thompson Rd.	Lot E3	OSWEGO	NY	13126-0000
Derek	Carr	1150 Middle Road		Oswego	NY	13126
MARK	CARSON	1318 CO. RT. 1		OSWEGO	NY	13126-0000
Jeffrey	Carter	P.O. Box 132		Pennellville	NY	13132
Billy	Carter II	18 Tudo Road		Mexico	NY	13114-0000
DANIEL	CARTIER	292 TUBBS RD.		MEXICO	NY	13114-0000
Louis	Castaldo	38 Ene St Apt 3		Oswego	NY	13126
ROBERT	CASTIGLIA	917 CO. RT. 25		OSWEGO	NY	13126-0000
Lucas	Chesbro	233 Tug Hill Road		Oswego	NY	13126
MICHAEL	CHWALEK	369 RIDGE ROAD		OSWEGO	NY	13126-0000
MICHAEL	CLARK	311 GREEN RD.		MEXICO	NY	13114-0000
BENJAMIN	CLARKE	56 BLIND ROAD		MEXICO	NY	13114-0000
KIMBERLY	CLARY	316 FURNISS STATION RD		OSWEGO	NY	13126-0000
SHAWN	CLARY	289 FURNISS RD.		OSWEGO	NY	13126-0000
DAVID	CLOONAN	870 CO. RTE. 25		OSWEGO	NY	13126-0000
Bryan	Coe	1430 Co. Rt. 53		Oswego	NY	13126
Gary	Coleman	5367 St. Rt. 104		Oswego	NY	13126-0000
Aaron	Conn	1938 County Route 6		Fulton	NY	13069

William	Considine	2784 Lamson Rd.			Phoenix	NY	13135
RONALD	CONSTANZA	43 HALL RD.			HANNIBAL	NY	13074-0000
Dustin	Cook	141 East 5th St			Oswego	NY	13126
ROBERT	COREY	188 BROWN RD.			HANNIBAL	NY	13074-0000
William	Corey	14 Clintonwood Dr.		Apt. B	Rochester	NY	14620
DANIEL	COTTER	69 WEST 8TH ST.			OSWEGO	NY	13126-0000
JASON	COTTER	6 West 8th St.			OSWEGO	NY	13126-0000
DENNIS	COULTER	231 KINGDOM ROAD			OSWEGO	NY	13126-0000
Allen	Cowan	399 County Route 3			Fulton	NY	13069
Cody	Crouse	703 Middle Rd.			Oswego	NY	13126
RICHARD	CUMMINS	1079 County Route 35			Mexico	NY	13114
Peter	Curinga	6347 Mud Mill Rd			Brewerton	NY	13029
CATHY	CZIRR	545 COUNTY ROUTE 35			FULTON	NY	13069-0000
George	Dale	7633 Windsor Drive North			North Syracuse	NY	13212
ROBERT	DARLING	8528 Bayridge Rd.			Cicero	NY	13039
Daniel	Dedeo	179 E. 5th St.			Oswego	NY	13126
ALAN	DEFOREST	164 W 2ND ST. SOUTH			FULTON	NY	13069-0000
BRANDON	DELANEY	161 EAST UTICA STREET			OSWEGO	NY	13126-0000
George	DeLong	599 O'Connor Rd.			Oswego	NY	13126
Mark	DeLong	1040 Auburn St			Hannibal	NY	13074
ROBERT	DELONG	P. O. BOX 5226			OSWEGO	NY	13126-0000
KATHERINE	DEMAREST	1210 Land Rush Way			Baldwinsville	NY	13027
DAVID	DEMLING	15 RIDGEWAY SITES			OSWEGO	NY	13126-0000
STEPHEN	DEMONG	977A CO. RT. 20			OSWEGO	NY	13126-0000
Timothy	DeMott	29 Birch Lane		Apt. 18F	Oswego	NY	13126
GERALD	DENNIE	293 W 5TH ST			OSWEGO	NY	13126-0000
CARIE ANNE	DENNY	27 SAGE CREEK RD.			MEXICO	NY	13114-0000
Mark	Denny Jr	27 Sage Creek Rd.			Mexico	NY	13114-0000
Michael	Deno	81 Halladay Road			Mexico	NY	13114-0000
LINDA	DERUSHIA	124 VILLA ST.			ROCHESTER	NY	14606-0000
JOSEPH	DESTEVENIS	2259 CO. RT. 8			OSWEGO	NY	13126-0000
WILLIAM	DEVENEY	805 Co. Rt. 85			Oswego	NY	13126
JASON	DEXTER	443 CO. RT. 85			FULTON	NY	13069-0000
Nathan	Diehl	160 West Bridge St.			Oswego	NY	13126

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RICKY	DOHERTY	184 EAST 7TH ST.			OSWEGO	NY	13126-0000
DAVID	DOMICOLA	122 W. MYERS RD.			OSWEGO	NY	13126-0000
SEAN	DOMICOLA	3 FREDRICKSBERG FARE			OSWEGO	NY	13126-0000
JACK	DONOVAN	4230 St. Rt. 104			Mexico	NY	13114
DALE	DOPP	2538 STATE ROUTE 3			FULTON	NY	13069-0000
RANDY	DORVAL	59 WHITTEMORE RD.			OSWEGO	NY	13126-6605
DAVID	DOYLE	286 DUER ST			OSWEGO	NY	13126-0000
Joseph	Drews	732 Ridge Rd.			Oswego	NY	13126
CHRISTOPHER	DRISCOLL	223 LIBERTY ST.			OSWEGO	NY	13126-0000
SCOTT	DRUCE	2742 CO. RT. 4			FULTON	NY	13069-0000
Eric	Dunsmoor	7757 St. Rt. 104			Oswego	NY	13126
Thomas	Dunsmoor	7757 State Route 104			Oswego	NY	13126
WILLIAM	DUNSMORE	212 NORTH AVE			ROCHESTER	NY	14626-0000
ANDREW	DUSCHEN	959 CO RT 29			OSWEGO	NY	13126-0000
DAVID	DUSCHEN	1227 CO. RT. 1			OSWEGO	NY	13126-0000
STEPHEN	DUSCHEN	454 MIDDLE ROAD			OSWEGO	NY	13126-0000
TRISHA	EARL	164 EAST 9TH ST			OSWEGO	NY	13126-0000
ROBERT	ELLIS	234 EDWARDS ST.			OSWEGO	NY	13126-0000
Christopher	Emond	7 Dominic St.			Oswego	NY	13126
BRADFORD	EWIG	31 BUTTERNUT DRIVE			OSWEGO	NY	13126-0000
JOSEPH	FALCETTI	53 East 4th		Apt. B	OSWEGO	NY	13126-0000
STEPHEN	FALISE	812 MIDDLE RD.			OSWEGO	NY	13126-0000
NATHAN	FARELLA	20 Kennedy Ave.			Oswego	NY	13126-0000
Frederick	Farley	253 E. 6th St.			Oswego	NY	13126-0000
Richard	Farrands	462 West Second St. so.			Fulton	NY	13069-0000
JAMES	FAVATA	421 W 5TH ST			OSWEGO	NY	13126-0000
TIMOTHY	FAVATA	196 Creamery Rd.			OSWEGO	NY	13126-0000
Bernard	Finnegan	70 Soper Mills Road			Mexico	NY	13114
ANN	FITZGERALD	777 DUTCH RIDGE RD			OSWEGO	NY	13126-0000
MATTHEW	FITZSIMMONS	2996 ST. RT. 48			OSWEGO	NY	13126-0000
RONALD	FLACK	1915 ANDREWS RD			STERLING	NY	13156-0000
Troy	Flack	3913 Co Rt 57			Oswego	NY	13126
Andrew	Flynn	179 East 7th St.		Apt 1	Oswego	NY	13126
Mark	Forderkonz	6463 Long Point Rd.			Brewerton	NY	13029-0000

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Brian	Formoza	8271 Honeysuckle Drive			Liverpool	NY	13090
Timothy	Foster	317 West 1st Street		Apt 402	Oswego	NY	13126-0000
William	Fowler	521 Academy St.			Fulton	NY	13069
MARK	FRAGALE	73 BAITSELL DR.			OSWEGO	NY	13126-0000
BRANDON	FRANCE	2168 CO. RT. 1			OSWEGO	NY	13126-0000
DANIEL	FRANCE	80 SHORE OAKS DRIVE			OSWEGO	NY	13126-0000
DEREK	FRANCISCO	82 WOODVIEW DR.			PARISH	NY	13131-0000
MATTHEW	FREY	78 TALLMAN ST.			OSWEGO	NY	13126-0000
THOMAS	FREY	59 EAST 4TH STREET			OSWEGO	NY	13126-0000
Donald	Friot III	Po Box 192			Sandy Creek	NY	13145-0000
GARY	GABRIELLE	43 NESTLE DRIVE			OSWEGO	NY	13126-0000
JAMES	GALLETIA	92 EAST CAYUGA ST			OSWEGO	NY	13126-0000
Patrick	Garipey	8492 Van Wie Dr. West			Baldwinsville	NY	13027
MARK	GARLOCK	768 SILK RD.			FULTON	NY	13069-0000
Joseph	Gawlak	54 Hickory Grove Rd.			Fulton	NY	13069
Tracy	Gayne	149 Larkin Road			Mexico	NY	13114
Christopher	Gentile	116 W Schuyler St			Oswego	NY	13126
LEE	GERMAIN	286 East 10th St.			OSWEGO	NY	13126-0000
GEORGE	GEROUX	195 E. 8th St.			OSWEGO	NY	13126-0000
JAIME	GEROUX	379 Klocks Corner Rd.			OSWEGO	NY	13126-0000
FLOYD	GIBSON	290 CREAMERY ROAD			OSWEGO	NY	13126-0000
GREGORY	GIBSON	290 CREAMERY RD.			OSWEGO	NY	13126-0000
David	Gill	304 Creamery Rd.			Oswego	NY	13126-0000
Nathan	Gingerich	143 West Mohawk St.		Upper Apt.	Oswego	NY	13126
Carmen	Giocondo	124 Hinsdale Rd.			Syracuse	NY	13211
Anthony	Gluffrida	11577 Rte. 176			Cato	NY	13033
MICHAEL	GLAZIER	37 PROSPECT ST.			LACONA	NY	13083-0000
Nathan	Glenister	768 U.S. Route 11			Central Square	NY	13036
DAVID	GODFREY	220 Perry Rd.			Pennellville	NY	13132-0000
DANIEL	GOODROW	3935 CR. RT. 6			OSWEGO	NY	13126-0000
WILLIAM	GRAHAM	PO BOX 92			MINETTO	NY	13115-0000
GARY	GRANGER	33 MASON ROAD			MEXICO	NY	13114-0000
MICHAEL	GRANGER	777 DUTCH RIDGE RD			OSWEGO	NY	13126-0000
JAMES	GRANT	853 CO RT 6			FULTON	NY	13069-0000

JOHN	GRAY	304 WALNUT STREET		OSWEGO	NY	13126-0000
NICHOLAS	GRAY	220 DUER STREET		OSWEGO	NY	13126-0000
JOSEPH	GRECO	1769 ENO RD.		MARTVILLE	NY	13111-0000
DARREN	GREENIER	2706 ST. RT. 3		FULTON	NY	13069-0000
CHERYL	GREER	447 CO. RT. 14		FULTON	NY	13069-0000
KRISTIN	GREER BENTON	3398 MAIN STREET		MEXICO	NY	13114-0000
THOMAS	GREGWAY	16 SABILL DRIVE		MEXICO	NY	13114-0000
Charlene	Grey	23 Kranz Rd.		Mexico	NY	13114
JACOB	GREY	118 Miner Road		Oswego	NY	13126
GREGORY	GRIFFIN	5 MITCHELL STREET		OSWEGO	NY	13126-0000
Joseph	Griffin	198 East Albany Street	Apt. 5A	Oswego	NY	13126
SCOTT	GRIMSHAW	50 CO. RTE. 42		OSWEGO	NY	13126-0000
CHARLES	GURNEY	537 COUNTY ROUTE 85		FULTON	NY	13069-0000
DANIEL	HAGAN	357 BALDWIN RD.		FULTON	NY	13069-0000
VERRICK	HAGER	4703 STATE ROUTE 3		CENTRAL SQUARE	NY	13036-0000
CRAIG	HAINES	222 KLOCKS CORNERS ROAD		OSWEGO	NY	13126-0000
Eric	Haines	36 Goodwin Dr.		Oswego	NY	13126
DOUGLAS	HALL	1818 ST. RTE. 3		STERLING	NY	13156-0000
KENNETH	HALL	15009 Juniper Hill Road		STERLING	NY	13156-0000
Alan	Hanley	17 Marsden Road		Mexico	NY	13114
SCOTT	HANLEY	232 S MAIN ST		RICHLAND	NY	13144-0000
CHRISTOPHER	HANSEL	636 CO. RT. 53		OSWEGO	NY	13126-0000
MELVIN	HANSEN	69 GOODFELLOW ROAD		FULTON	NY	13069-0000
PAUL	HANSON	8755 New Country Drive	Apt. #6	Cicero	NY	13039
Dean	Harper	3886 Co. Rt. 6		Oswego	NY	13126-0000
Tyler	Harriman	434 Middle Rd.	Apt. 1A	Oswego	NY	13126
TRAVIS	HARTFORD	17 WEST 10TH ST.		OSWEGO	NY	13126-0000
Ricky	Harvey	58 E. 8th St.		Oswego	NY	13126
KEVIN	HATTER	2341 CO. RT. 4		FULTON	NY	13069-0000
WILLIAM	HAYDEN	519 FREMONT STREET		FULTON	NY	13069-0000
D WILLIAM	HAYNES	3243 MAIN STREET		MEXICO	NY	13114-0000
Mark	Haynes	143 Bulton Rd.		Lacona	NY	13083
RANDY	HAYNES	PO BOX 1062		MEXICO	NY	13114-0000
Gregory	Hein	200 Water St Apt 5A		Oswego	NY	13126

DAVID	HENDERSON	3102 CO RT 57			OSWEGO	NY	13126-0000
DANIEL	HENDRICKS	7234 ST. RT. 104			OSWEGO	NY	13126-0000
Daniel	Henry	321 W. 3rd St.			Oswego	NY	13126
Jeremy	Herr	23 Murray St.			Oswego	NY	13126
Michael	Herrald	109 March Road			Oswego	NY	13126
Troy	Hess	4 Jay Lane			Phoenix	NY	13135
MICHAEL	HIGGINS	809 MIDDLE RD.			OSWEGO	NY	13126-0000
Jesse	Hill	239 E 10th St			Oswego	NY	13126-0000
ROBERT	HILL	75 FURNISS RD.			OSWEGO	NY	13126-0000
Timothy	Hogan	263 O'Connor Road			Oswego	NY	13126
KEVIN	HOLLIDAY	261 WEST 4TH ST.			OSWEGO	NY	13126-0000
Shane	Hughes	508 Phillips St			Fulton	NY	13069
DARREL	HUNTER	3923 CO RT 4			OSWEGO	NY	13126-0000
Andrew	Huntington	13233 Ridge Road			Wolcott	NY	14590
GERALD	INCH	PO BOX 91			HANNIBAL	NY	13074-0000
Benjamin	Izard	70 Co. Rt. 1a			Oswego	NY	13126-0000
David	Izyk	62 Simpson Drive			Oswego	NY	13126
MICHAEL	JADUS	16 CATHERINE STREET			OSWEGO	NY	13126-0000
Nicholas	Jadus	16 Catherine St			Oswego	NY	13126
Christopher	Jock	2547 County Route 7			Oswego	NY	13126
JUSTIN	JOHNSON	853 DUTCH RIDGE RD			OSWEGO	NY	13126-0000
MICHELLE	JOHNSON	2657 STATE ROUTE 3 F 14			FULTON	NY	13069-0000
Cory	Jones	1814 Parkhurst Rd.			Sterling	NY	13156
MARK	JONES	785 DUTCH RIDGE ROAD			OSWEGO	NY	13126-0000
MICHAEL	JORDAN	4012 EAST MAIDER ROAD			CLAY	NY	13041-0000
YAO	KANGAH	115 WEST ONEIDA STREET			OSWEGO	NY	13126-0000
Maurice	Kellison	329 Maple St.		Apt. 24	Oswego	NY	13126
Johnathon	Kemp	329 Stoney Robby Road			Oswego	NY	13126
Matthew	Kenyon	42 Chapel Road			Hannibal	NY	13074-0000
KYLE	KIMBALL	188 CO. RT. 6			PHOENIX	NY	13135-0000
ARNOLD	KING	3537 Co. Rt. 4			OSWEGO	NY	13126-0000
Robert	Kingsley	8 Tallman St			Oswego	NY	13126
Jennifer	Kline	33 Catherine St.			Oswego	NY	13126
Burt	Knight	35 New Street			Oswego	NY	13126-0000

GERARD	KNIGHT	8139 MAPLE ROAD		CLAY	NY	13041-0000
EUGENE	KNOPP	98 ONTARIO ST		OSWEGO	NY	13126-0000
JEFFREY	KNOPP	274 GEORGE WASHINGTON BLVD		OSWEGO	NY	13126-0000
ELMER	KONU	220 DARROW ROAD		MEXICO	NY	13114-0000
ERIC	KOSBOB	4178 COUNTY ROUTE 4		OSWEGO	NY	13126-0000
FRANCIS	KOSKOWSKI	15400 FARDEN RD.		STERLING	NY	13156-0000
JAMES	KRAY	172 E MOHAWK ST		OSWEGO	NY	13126-0000
DAVID	KUHL	72 BAITSELL DRIVE		OSWEGO	NY	13126-0000
ROBERT	KUNELIUS	7377 STATE ROUTE 104		OSWEGO	NY	13126-0000
STEVEN	KUSH	14041 COSGROVE ROAD		STERLING	NY	13156-0000
Craig	LaCelle	337 Jackson Rd.		Richland	NY	13144
LEWIS	LACLAIR	434 Middle Road	Cabin 2B	Oswego	NY	13126
GEORGE	LAGEE	1287 CO. RT. 53		OSWEGO	NY	13126-0000
JAMES	LAGEE	1718 RATHBURN RD.		OSWEGO	NY	13126-0000
Richard	Lagee	160 East 13th St.		Oswego	NY	13126-0000
Richard	Lagee	395 O'Connor Rd.		Oswego	NY	13126-0000
STEPHEN	LAMB	701 MAPLE AVE.		FULTON	NY	13069-0000
BRANDON	LANE	894 Co. Rt. 1		OSWEGO	NY	13126-0000
MARK	LARKIN	315 WORTH ST.		FULTON	NY	13069-0000
JOHN	LARSON	70 Hurlbut Road		Mexico	NY	13114-0000
Matthew	LaRue	1802 Co. Rt. 45		Fulton	NY	13069
Nicole	Lautensack	161 West 4th Street		Oswego	NY	13126
Jonathan	Laux	214 Baum Rd.		Hastings	NY	13076
GREGORY	LAVERE	643 CO. RT. 25		OSWEGO	NY	13126-0000
NICHOLAS	LAVERE	234 JOE FULTZ BLVD.		OSWEGO	NY	13126-0000
Kyle	Lawton	253 Whittemore Road		Oswego	NY	13126
Andrew	Lazzaro	129 O'Connor Rd.		Oswego	NY	13126
MICHAEL	LAZZARO	209 EAST 9TH ST.		OSWEGO	NY	13126-0000
JOHN	LEE	139 Hillside Ave.		OSWEGO	NY	13126-0000
Michael	Levison	46 HERRICK STREET		OSWEGO	NY	13126-0000
Mark	Lewis	271 State Route 104A		Oswego	NY	13126
Michael	Lighthall	2862 St. Rte. 370		Cato	NY	13033
JAMES	LILLIS	6500 MARRA LANE		CICERO	NY	13039-0000
Joseph	Livoti	101 County Route 51		Mexico	NY	13114-0000

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PAUL	LIVOTI	22 MCCracken Drive		OSWEGO	NY	13126-0000
CHRISTINE	LLOYD	1413 CO. RT. 1		OSWEGO	NY	13126-0000
JOANNE	LONGLEY	1684 ONIONVILLE RD.		STERLING	NY	13156-0000
David	Losurdo	1079 Skyline Drive		Oswego	NY	13126
Peter	Losurdo	62 Co. Rt. 1a		Oswego	NY	13126-0000
SAMUEL	LOSURDO	116 W. 7TH ST.		OSWEGO	NY	13126-0000
ROBERT	LOUGHREY	PO Box 357		OSWEGO	NY	13126-0000
James	Love	45 West 5th Street South		Fulton	NY	13069-0000
Christopher	Lupa	43 Gerritt St.		Oswego	NY	13126
Brian	Lynch	4285 Old Meadow Rd.		Clay	NY	13041
TERRY	LYON	161 EAST 13TH STREET		OSWEGO	NY	13126-0000
ANDREW	MacArthur	497 MAIDEN LANE		RED CREEK	NY	13143-0000
DARRON	MADURA	9406 EAST MUD LAKE RD.		FULTON	NY	13069-0000
Michael	Mahar	2243 Mott Rd		Baldwinsville	NY	13027
Kenneth	Majchrzak	25 Tappan St.	Apt. 1	Baldwinsville	NY	13027
MICHAEL	MALONE	262 HALL RD.		HANNIBAL	NY	13074-0000
PETER	MALONE	35 Hannum Rd.		Hannibal	NY	13074
WILLIAM	MANCHESTER	1670 WHIRLWIND RD		GREENEVILLE	TN	37743-7934
Sean	Mandurano	53 East Van Buren Street		Oswego	NY	13126
TIMOTHY	MANSFIELD	2072 COUNTY ROUTE 6		FULTON	NY	13069-0000
Andrew	Marshall	36 Harbor Brook Drive		Oswego	NY	13126
CHRISTIAN	MARSHALL	322 THOMPSON ROAD	H11	OSWEGO	NY	13126-0000
Roy	Marshall	36 Harbor Brook Dr		Oswego	NY	13126
JAMES	MARTIN	11 OLD STATE RD.		FULTON	NY	13069-0000
MYRON	MARTIN	189 NINE MILE PT. RD.		OSWEGO	NY	13126-0000
VICTOR	MARTIN	119 WEST 4TH ST.		OSWEGO	NY	13126-0000
Mario	Martinez	185 Duer St		Oswego	NY	13126
BRIAN	MASUICCA	37 KENNEDY AVENUE		OSWEGO	NY	13126-0000
Craig	Maxfield	324 GEORGE RD.		MEXICO	NY	13114-0000
PATRICK	MCCAREY	183 East Albany St.		Oswego	NY	13126-0000
LUCAS	MCCOY	159 ACADEMY STREET		MEXICO	NY	13114-0000
Steven	McCrobie	68 West 8th St		Oswego	NY	13126
Anthony	McDermott	14491 West Bay Road		Sterling	NY	13156

JASON	MCDERMOTT	22 Boothe Rd.			OSWEGO	NY	13126-0000
Richard	Mcdermott	491 Albion Cross Road			Pulaski	NY	13142-0000
WILLIAM	MCINTYRE	14601 LAKE ST.			STERLING	NY	13156-0000
BRIAN	MCKINSTRY	34 BUTTERNUT DR.			OSWEGO	NY	13126-0000
RICHARD	MCLAUGHLIN	20 ELLEN STREET			OSWEGO	NY	13126-0000
JAMES	MCMANUS	131 MIDLAND AVE			OSWEGO	NY	13126-0000
Michael	Mcmanus	1020 MIDDLE ROAD			OSWEGO	NY	13126-0000
WILLIAM	MEEK	PO BOX 55			NEW HAVEN	NY	13121-0000
NATHAN	MERRITT	32 LAZZARO LANE			OSWEGO	NY	13126-0000
RONALD	MERZ	127 EAST ALBANY STREET			OSWEGO	NY	13126-0000
Joseph	Micheletti	128 Huntley St			Syracuse	NY	13208
STEPHEN	MECZKOWSKI	14359 MARTVILLE RD.			MARTVILLE	NY	13111-0000
Brianna	Miller	119 Clifford Road			Fulton	NY	13069
STEPHEN	MILLER	28 LANE DR			OSWEGO	NY	13126-0000
DERRICK	MILLS	110 MAIDEN LANE			OSWEGO	NY	13126-0000
WILLIAM	MITCHELL	107 East Mohawk St.			Oswego	NY	13126
JAMIE	MOLTRUP	4596 Verplank Rd.			Clay	NY	13041
Kristian	Moody	70 Grove St.			Massena	NY	13662
JEFFREY	MOSIER	5365 St. Rt. 289			Mannsville	NY	13661
MICHAEL	MULLEN	487 PARADISE RD			CENTRAL SQUARE	NY	13036-0000
SHAUN	MULVIHILL	19 Dublin St.			OSWEGO	NY	13126-0000
LUKE	MURPHY	289 Chestnut Street			OSWEGO	NY	13126-0000
EDWARD	MURRAY	PO BOX 5197			OSWEGO	NY	13126-0000
RAYMOND	MYERS	PO BOX 176			FULTON	NY	13069-0000
WILLIAM	MYERS	51 Franklin Ave.			Oswego	NY	13126
KENNETH	NASSOY	492 MANWARING RD.			PULASKI	NY	13142-0000
Brandon	Natoli	42 Kennedy Dr			Oswego	NY	13126
Samuel	Natoli	42 Kennedy Drive			OSWEGO	NY	13126-0000
GEORGE	NEFF	497 O'Connor Rd.			OSWEGO	NY	13126-0000
ROBERT	NEVILLS	1499 CO. RT. 48			LACONA	NY	13083-0000
MICHAEL	NIVER	1669 STATE ROUTE 48			FULTON	NY	13069-0000
Louis	Norris	PO Box 147			Minetto	NY	13115
Troy	Norton	3313 Co. Rt. 176			Oswego	NY	13126
ROBERT	NOYES	1076 MIDDLE ROAD			OSWEGO	NY	13126-0000

RYAN	O'GORMAN	204 Woolson Road			OSWEGO	NY	13126-0000
CHARLES	OLEYURRYK	30 MORGAN DRIVE			OSWEGO	NY	13126-0000
SEAN	OLSEN	198 E. Albany St.	Apt. 3A		OSWEGO	NY	13126-0000
ERIC	OLSON	873 CO. RT. 21			HANNIBAL	NY	13074-0000
Clarence	Ouderkirk	490 Co. Rte. 16			Mexico	NY	13114-0000
Mark	Palermo	14537 Richmond Ave.			Sterling	NY	13156
Michael	Palmitesso	91 Murray Street			Oswego	NY	13126-0000
DENNIS	PARKER	1116 CO. RT. 41			PULASKI	NY	13142-0000
Raymond	Parker	829 County Rt. 10			Pennellville	NY	13132
Charles	Parkhurst	294 NINE MILE POINT ROAD			OSWEGO	NY	13126-0000
KEVIN	PARKHURST	1262 CO RT 1			OSWEGO	NY	13126-0000
Nicholas	Parkhurst	550 West 1st St.	Apt. 404		Oswego	NY	13126
KEVIN	PARSONS	14579 LAKE ST.			STERLING	NY	13156-0000
VINCENT	PASCUZZI	57 LIBERTY STREET			OSWEGO	NY	13126-0000
Christopher	Pastuf	59 Mulroney Drive			Mallory	NY	13103
DAVID	PATTY	2571 ST. Rt. 48	PO Box 222		MINETTO	NY	13115-0000
PHILIP	PAULING	5088 COUNTY ROUTE 97			ADAMS	NY	13605-0000
Andrew	Peels	15 Catherine Street			Oswego	NY	13126
JOSHUA	PEETS	15 Catherine St.			OSWEGO	NY	13126-0000
MARK	PEMBERTON	1189 CO. RTE. 1			OSWEGO	NY	13126-0000
DAVID	PENSERO	12 MEANEY CIRCLE			OSWEGO	NY	13126-0000
Zachary	Pensero	12 Meaney Circle Ext.			Oswego	NY	13126
ADAM	PERRY	77 WEST 3RD STREET			OSWEGO	NY	13126-0000
LESTER	PERRY	36 WEST 5TH. ST. SOUTH			FULTON	NY	13069-0000
Noah	Personius	1536 Connors Rd			Baldwinsville	NY	13027
Tyler	Peter	31 East Hollis Tract			Pulaski	NY	13142
Daniel	Peterson	149 Kendall Dr West			East Syracuse	NY	13057
CHAD	PHELPS	3530 CO. RT. 6			MEXICO	NY	13114-0000
JAMES	PHOTOS	53 SABIN RD			OSWEGO	NY	13126-0000
Brandon	Pitcher	34 West 3rd Street	Apt #2		Oswego	NY	13126
RAYMOND	PLACE	280 EAST SECOND STREET			OSWEGO	NY	13126-0000
Michael	Pluff	79 East Mohawk St.			Oswego	NY	13126
David	Pope	PO Box 55			Lycoming	NY	13093
Robert	Porter	8275 ST. RT. 3			PULASKI	NY	13142-0000

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CHARLES	POTTER	26 BROOKWOOD DRIVE			OSWEGO	NY	13126-0000
James	Priest	146 Canfield Rd.			Parish	NY	13131-0000
BRIAN	PRITCHARD	1722 LAXTON ROAD			STERLING	NY	13156-0000
GERRY	PRITCHARD	304 BARKER ROAD			OSWEGO	NY	13126-0000
JARED	PRITCHARD	1557 CO. RT. 7			OSWEGO	NY	13126-0000
Justin	Pritchard	2450 Co. Rt. 7		Apt. A	Oswego	NY	13126
Ricky	Pritchard	217 Demass Rd.		Apt. 4F	Oswego	NY	13126
JEREMY	PROSSER	75 SHORE OAKS E.			OSWEGO	NY	13126-0000
GUILLERMO	QUINTANA	433 Co. Rt. 13			Lacona	NY	13083
Bernard	Race	5 Mohawk Terrace			Oswego	NY	13126
BRIAN	RANDALL	15679 ST. RT. 104			MARTVILLE	NY	13111-0000
TODD	RASBECK	175 MUD LAKE RD.			MEXICO	NY	13114-0000
DAVID	RAYMOND	204 MERRIT ROAD			FULTON	NY	13069-0000
MARK	RAYMOND	3900 ST. RT. 3			FULTON	NY	13069-0000
ROBERT	REED	135 WEST 4TH ST.			OSWEGO	NY	13126-0000
Theodore	Reifke	215 O'Connor Rd.			Oswego	NY	13126
John	Reinhardt	3720 Everts Rd.			Cato	NY	13033
Kevin	Reitz	124 West Schuyler St.			Oswego	NY	13126
Joshua	Reynolds	816 Ulica St.			Fulton	NY	13069
Steven	Reynolds	3939 CO. RT. 4			OSWEGO	NY	13126-0000
Clayton	Rice	212 Lily Marsh Rd			Mexico	NY	13114
BRIAN	RICHARDSON	12 WELLER ROAD			FULTON	NY	13069-0000
JOHN	RINALDO	P.O. BOX 290			MINETTO	NY	13115-0000
Lisa	Roberts	162 Creamery Road			Oswego	NY	13126
William	Robinson	1001 Co. Rt. 20			Oswego	NY	13126-0000
THOMAS	ROLLIN	1428 CO. RT. 53			OSWEGO	NY	13126-0000
KEVIN	ROOD	515 CO. RT. 41			MEXICO	NY	13114-0000
BRIAN	ROOKEY	202 HAWK ROAD			FULTON	NY	13069-0000
Leo	Rockey	27 Lincoln Avenue			Mexico	NY	13114-0000
JASON	ROY	13 CO. RT. 31			OSWEGO	NY	13126-0000
ROBERT	ROY	3617 CO. RT. 57			OSWEGO	NY	13126-0000
Gregory	Rudes	1163 Co. Rt. 8			Fulton	NY	13069
ANDRES	RUIZ	109 WEST FIRST ST. S			FULTON	NY	13069-0000
Jeffrey	Russell	53 Woodview Drive			Parish	NY	13131

VINCENT	RUSSO	371 Darrow Rd.			MEXICO	NY	13114-0000
STEPHEN	RUTTAN	15 Co. Rt. 6A			OSWEGO	NY	13126-0000
Paul	Sacco	3509 Lightfoot Lane			Baldwinsville	NY	13027
Kevin	Salladin	1344 County Route 8			Fulton	NY	13069
MICHAEL	SANFORD	840 CO. RTE. 53			OSWEGO	NY	13126-0000
Edward	Sapps	401 Kenwick Dr			Syracuse	NY	13208
LORI	SAWYER	1025 RATHBURN RD.			OSWEGO	NY	13126-0000
ROBERT	SAWYER	295 WOOLSON ROAD			OSWEGO	NY	13126-0000
CAREY	SCACCIA	69 BRONSON ST.			OSWEGO	NY	13126-0000
Jerry	Scaggs	321 Goodfellow Rd.			Fulton	NY	13069
THOMAS	SCANLON	22 CO. RT. 85			FULTON	NY	13069-0000
Joseph	Schleicher	356 Baldwin Road			Fulton	NY	13069-0000
Andrew	Schneider	319 State Route 104A			Hannibal	NY	13074
JOSEPH	SCHULTZKIE	10 SUNRISE DRIVE			OSWEGO	NY	13126-0000
Todd	Scruton	12639 Upton Road			Red Creek	NY	13143-0000
Joseph	Seinoski	1874 County Route 1			Oswego	NY	13126-0000
SCOTT	SEINOSKI	310 Kingdom Rd.			OSWEGO	NY	13126-0000
JOHN	SEMERARO	1753 CO. RTE. 6			FULTON	NY	13069-0000
MARK	SHARKEY	8217 Ford Road			Red Creek	NY	13074-0000
Frederick	Shattell	63 Floridaville Road			Fulton	NY	13069-0000
CHRYSTAL	SHEFFIELD	18 Byrns Road			OSWEGO	NY	13126-0000
AARON	SHELDON	482 HOWARD RD.			FULTON	NY	13069-0000
Michael	Sheldon	146 CO. RT. 63			OSWEGO	NY	13126-0000
JESSICA	SHEPHARD	191 HADLEY RD.			SANDY CREEK	NY	13145-0000
Kimberly	Sherman	PO BOX 16			MARTVILLE	NY	13111-0000
WILMA	SHERMAN	14042 KEELEY ST.			RED CREEK	NY	13143-0000
JAMES	SHORTSLEF	8548 ST. RT. 104			HANNIBAL	NY	13074-0000
Joshua	Shortslef	253 Co. Rt. 21			Martsville	NY	13111
KEVIN	SHORTSLEF	1392 OLD STATE ROAD			STERLING	NY	13156-0000
LYNN	SHORTSLEF	1422 OLD STATE RD.			STERLING	NY	13156-0000
Calvin	Shumway	1662 Co. Rt. 4			Central Square	NY	13036
JONATHAN	SHUMWAY	3655 CO RT 6			OSWEGO	NY	13126-0000
BRENDA	SINGLETERY	95 GARDEN DRIVE			OSWEGO	NY	13126-0000
Ellis	Singleton	2554 Co. Rt. 7			Oswego	NY	13126-0000

Homer	Sixberry	106 O'Connor Road		Oswego	NY	13126-0000
William	Skinner	162 W Seneca St		Oswego	NY	13126
Sarah	Slater	330 Stewarts Corners Road		Pennellville	NY	13132
EDWARD	SLIGHT	72 THIRD AVE.		OSWEGO	NY	13126-0000
TIMOTHY	SMEGELSKY	3244 CO. RT. 57		OSWEGO	NY	13126-0000
ANNE	SMITH	356 PARK STREET		FULTON	NY	13069-0000
Caleb	Smith	PO Box 332		Parish	NY	13131
Charles	Smith	21 Whitewood Tract		Phoenix	NY	13135-0000
DEREC	SMITH	798 O'CONNOR RD.		OSWEGO	NY	13126-0000
James	Smith	1323 County Route 53		Oswego	NY	13126-0000
JOSHUA	SMITH	784 CO. RT. 33		CENTRAL SQUARE	NY	13036-0000
MARK	SMITH	25 CREAMERY RD.		OSWEGO	NY	13126-0000
BRIAN	SOLAZZO	1810 CO. RT. 1		OSWEGO	NY	13126-0000
BRETT	SOMERS	3647 CO. RT. 57		OSWEGO	NY	13126-0000
MICHAEL	SOMERS	386 CO. RT. 7		HANNIBAL	NY	13074-0000
RICHARD	SOMERS	2105 CO. RT. 7		OSWEGO	NY	13126-0000
SCOTT	SOMERS	7 CO. RT. 42		OSWEGO	NY	13126-0000
Worden	Somers	14035 Wilde Rd.		Martville	NY	13111-0000
TIMOTHY	SOUTHWORTH	142 RIDGE ROAD		FULTON	NY	13069-0000
DAVID	SPEEDING	612 SENECA ST.		FULTON	NY	13069-0000
THOMAS	SPEEDING	4546 CO. RTE. 4		OSWEGO	NY	13126-0000
CHRISTOPHER	SPENCER	11225 St. Rt. 13	PO Box 33	WESTDALE	NY	13483-0000
James	Sperino	1158 Co. Rt. 20		Oswego	NY	13126-0000
Jon	Spieler	96 Gildner Rd		Central Square	NY	13036
Nicholas	Spieler	96 Gildner Rd.		Central Square	NY	13036
SCOTT	STAFFORD	489 COUNTY ROUTE 85		FULTON	NY	13069-0000
Jack	Stala	71 Kelly Dr.		Central Square	NY	13036
ROBERT	STANCLIFFE	PO Box 943		OSWEGO	NY	13126-0000
JOEL	STANITIS	1386 STATE ROUTE 176		FULTON	NY	13069-0000
JEREMY	STAIRING	3580 COUNTY ROUTE 57		OSWEGO	NY	13126-0000
JUSTIN	STEVENS	96 Lamphere Road		Mexico	NY	13074-0000
MICHAEL	STILES	38 LAZZARO LN		OSWEGO	NY	13126-0000
Joseph	Stock	172 Distin Road		Oswego	NY	13126-5235
SEAN	STONE	947 SIMMONS RD.		STERLING	NY	13156-0000

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Jon	Storms	346 So. James St.			Carthage	NY	13619
Aaron	Strother	16531 West Lake Rd.			Oswego	NY	13126
Robert	Stuart	236 East 7th Street			Oswego	NY	13126-0000
JASON	SUTTON	442 Co. Rt. 33			Pennellville	NY	13132
MICHAEL	SUTTON	7 SPRUCE LANE			WEST MONROE	NY	13167-0000
Richard	Sutton	PO Box 136			West Monroe	NY	13167
DONALD	SWAN	59 TALLMAN STREET			OSWEGO	NY	13126-0000
SCOTT	SWEET	1485 CO. RT. 57			FULTON	NY	13069-0000
Robert	Sweeting	PO Box 146			Sterling	NY	13156
William	Sweeting	PO Box 54			Oswego	NY	13126
ROBERT	SYRELL	31 EAST 10TH STREET			OSWEGO	NY	13126-0000
MARK	TAORMINA	63 GARDEN DRIVE			OSWEGO	NY	13126-0000
CARL	TAYLOR	13861 SHORTCUT ROAD			MARTVILLE	NY	13111-0000
Everett	Taylor	95 Ames Street			Mexico	NY	13114-0000
JERRY	TAYLOR	314 NINE MILE POINT RD.			OSWEGO	NY	13126-0000
MARK	TAYLOR	2929 CO. RT. 45			FULTON	NY	13069-0000
Robert	Taylor	52 Sherman Dr.			Volney	NY	13069
MATTHEW	TEDFORD	8177 SALTZMAN ROAD			BLOSSVALE	NY	13308-0000
DUSTIN	TERRY	329 Maple Street	Apt. 36		Oswego	NY	13126
JOHN	TESORIERO	261 MAIDEN LANE RD.			OSWEGO	NY	13126-0000
Brian	Thomas	50 Gordon Parkway	Apt. 4		Syracuse	NY	13219
ERIC	THOMAS	205 DUNLAP RD.			MEXICO	NY	13114-0000
GREGORY	THOMAS	185 E. ONEIDA STREET			OSWEGO	NY	13126-0000
SCOTT	THOMPSON	8303 ST. RT. 104			OSWEGO	NY	13126-0000
Kevin	Tice	526 Dutch Ridge Road			Oswego	NY	13126
CHARLES	TOUROT	3677 ST. RT. 69			MEXICO	NY	13114-0000
DON	TOWSLEY	20 N. POLLARD DR.			FULTON	NY	13069-0000
ERIC	TRUELL	59 TWIN ORCHARDS DRIVE			OSWEGO	NY	13126-0000
GREGORY	TURNER	48 DOWNEY DR.			OSWEGO	NY	13126-0000
David	Upcraft	37 Stanley Ave.			Oswego	NY	13126
DONALD	UPCRAFT	551 66 ROAD			HANNIBAL	NY	13074-0000
TERRY	URQUHART	217 BARDEEN RD.			HASTINGS	NY	13076-0000
DAVID	VANDYKE	214 MEXICO POINT DRIVE			MEXICO	NY	13114-0000
BRIAN	VANELLA	3848 Co. Rt. 4			OSWEGO	NY	13126-0000

David	VanFleet	PO Box 461		Fair Haven	NY	13064
Jesse	Vanucchi	115 West 4th Street		Oswego	NY	13126
MATTHEW	VASHAW	268 WEST 2ND STREET	APT. A	OSWEGO	NY	13126-0000
ANTONIO	VAZQUEZ	205 MIDDLE RD.	LOT 25	OSWEGO	NY	13126-0000
JASON	VICKERY	37 TIFFT ST.		LACONA	NY	13083-0000
BRIAN	VICTORY	37 HILLCREST DR.		OSWEGO	NY	13126-0000
Brian	von Holtz	3490 Co. Rt. 6		Mexico	NY	13114
MARIA	VONO	8248 ST. RT. 104		OSWEGO	NY	13126-0000
Brian	Walker	127 Chapman Road		Mexico	NY	13114
JIMMY	WALKER	703 COUNTY ROUTE 13		LACONA	NY	13083-0000
Andrew	Wallace	830 Kingdom Road		Oswego	NY	13126-0000
GEOFFREY	WALLACE	125 MAIDEN LANE RD.		OSWEGO	NY	13126-0000
JERMEY	WALLACE	84 MARIPOSA DRIVE		OSWEGO	NY	13126-0000
Richard	Wallace	689 DUTCH RIDGE ROAD		OSWEGO	NY	13126-0000
Richard	Wallace	199 WOOLSON ROAD		OSWEGO	NY	13126-0000
JAMES	WALOVEN	344 CO. RT. 7		HANNIBAL	NY	13074-0000
Marc	Walton	12592 Ira Station Rd.		Martville	NY	13111
Michael	Warren	74 West Cayuga St.	Apt. 6	Oswego	NY	13126
JUSTIN	WATERS	153 W. 3RD ST. S.		FULTON	NY	13069-0000
JAMES	WATSON	417 Main Street		Phoenix	NY	13135
AMY	WATTS	13861 SHORTCUT ROAD		MARTVILLE	NY	13111-0000
Raymond	Watts	15330 St. Rt. 104		Martville	NY	13111
Steven	Watts	303 Worth St.		Fulton	NY	13069
Arthur	Webb	7030 State Route 104		Oswego	NY	13126
JAMES	WEBB	7646 MAPLE ROAD		BALDWINVILLE	NY	13027-0000
Ananda	Weber	85 Fort Leazier Rd.		Mexico	NY	13114
GARY	WEBER	97 FORT LEAZIER RD.		MEXICO	NY	13114-0000
WAYNE	WEBER	85 FORT LEAZIER RD.		MEXICO	NY	13114-0000
Christopher	Weier	145 Co. Rt. 31		Oswego	NY	13126
TODD	WELLING	14086 WILDE ROAD		MARTVILLE	NY	13111-0000
Zachary	Welling	14086 Wilde Rd		Martville	NY	13111
ALEXANDER	WELLS	364 SW 8th St		OSWEGO	NY	13126
THOMAS	WELLS	806 COUNTY ROUTE 25		OSWEGO	NY	13126-0000
Grant	Wendt	41 Oswego Street Apt 150		Baldwinsville	NY	13027

Donald	West	7 W 5TH ST		OSWEGO	NY	13126-0000
JAMES	WHEELER	PO BOX 439		FAIR HAVEN	NY	13064-0000
STEPHEN	WHEELER	16505 HAGEN ROAD		LACONA	NY	13083-0000
JOHN	WHITCOMB	311 BLYTHE RD.		HANNIBAL	NY	13074-0000
DEAN	WHITE	46 HARBOR BROOK DRIVE		OSWEGO	NY	13126-0000
Jason	White	116 Oswego Street	Apt. 19	Baldwinsville	NY	13027
ALAN	WILCOX	129 LAKESHORE RD.		FULTON	NY	13069-0000
Frank	Williams	54 Rathburn Rd		Fulton	NY	13069
Lamar	Williams	8153 Rizzo Drive		Clay	NY	13041
ROBERT	WISE	158 E. 2ND ST.		OSWEGO	NY	13126-0000
MATTHEW	WOOD	614 Ct. Rt. 51		OSWEGO	NY	13126-0000
Steven	Woods	67 W. Tallman St.	Apt. 1	Oswego	NY	13126
CHARLES	WOODWORTH	63 HARVEST DRIVE		OSWEGO	NY	13126-0000
BRIAN	WYMAN	229 E. 2nd St.		OSWEGO	NY	13126-0000
DANIEL	WYMAN	82 COLE ROAD		FULTON	NY	13069-0000
CHARLES	YABLONSKI	1 CATFISH DRIVE		OSWEGO	NY	13126-0000
WILLIAM	YAHNER	316 LOT 10 RD.		CENTRAL SQUARE	NY	13036-0000
THOMAS	YERDON	26 OLD STATE ROAD		FULTON	NY	13069-0000
ANTONIO	ZAIA	9 BANKRUPT ROAD		PHOENIX	NY	13135-0000
DAVID	ZAPPALA	7773 STATE RT 104		OSWEGO	NY	13126-0000
Albert	Zimmerman Jr	663 Co. Rt. 20		Oswego	NY	13126-0000
DAVID	ZUKOVSKY	13756 THOMPSON ROAD		MARTVILLE	NY	13111-0000
Zachary	Zukovsky	13756 Thompson Rd.		Martville	NY	13111
FREDERICK	ZYCH	110 EAST THIRD STREET		OSWEGO	NY	13126-0000

FORM NLRB-760
(11/01)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

Novelis Corporation

Employer

and

United Steel, Paper and Forestry, Rubber
Manufacturing, Energy, Allied Industrial and
Service Workers, International Union, AFL-
CIO-CLC

Petitioner

Case No. 03-RC-120447 Date Filed 1/13/2014Date Issued: February 20 & 21, 2014Type of Election
(check one)If applicable,
check either or both☒ Stipulation☐ Board Direction☐ Mail Ballot☐ 8(b)(7)☐ Consent Agreement☐ Mail Ballot☐ RD Direction☐ Incumbent Union (Code)

OVERALL

TALLY OF BALLOTS

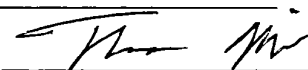
OVERALL

The undersigned agent of the Regional Director certifies that the results of the tabulation of ballots
cast in the election held in the above case, and concluded on the date indicated above, were as follows.

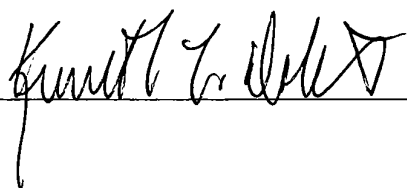
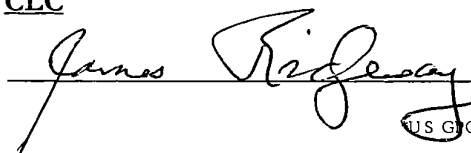
- | | |
|--|------------|
| 1. Approximate number of eligible voters. | <u>599</u> |
| 2. Number of Void Ballots | <u>1</u> |
| 3. Number of Votes cast for <u>United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied Industrial and Service Workers, International Union, AFL-CIO-CLC</u> | <u>273</u> |
| 4. Number of Votes cast against participating labor organization | <u>287</u> |
| 5. Number of Valid votes counted (sum of 3, 4) | <u>560</u> |
| 6. Number of Challenged ballots | <u>10</u> |
| 7. Number of Valid votes counted plus challenged ballots (sum of 5 and 6) | <u>570</u> |
| 8. Challenges are <u>[NOT]</u> sufficient in number to affect the results of the election | |
| 9. A majority of the valid votes counted plus challenged ballots (Item 6) has <u>[NOT]</u> been cast for: | |

United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied Industrial and Service Workers, International Union, AFL-CIO-CLC

For the Regional Director



The undersigned acted as authorized observers in the counting and tabulating of ballots indicated above. We hereby certify that the counting and tabulating were fairly and accurately done, that the secrecy of the ballots was maintained, and that the results were as indicated above. We also acknowledge service of this tally.

For: Novelis CorporationFor: United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied Industrial and Service Workers, International Union, AFL-CIO-CLC

U.S. GPO: 1995-399-085/22492

GC Exhibit 13

A-0657

YES! I WANT UNITED STEELWORKERS UNION REPRESENTATION!

I HEREBY AUTHORIZE THE

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied
Industrial and Service Workers International Union, AFL-CIO-CLC
(also known in short as United Steelworkers or USW)
TO REPRESENT ME IN COLLECTIVE BARGAINING.

Name (Print) ELMER KONG Phone (315) 963-1908
Home address 220 DARROW RD. Street or Rural Route
City MEXICO State N.Y. Zip Code 13114
Date 1-09-14 Signature (Do Not Print Name) Elmer Kong
Employed by: NOVELIS Location OSwego
Department RC Shift B Job Title Tool and Die Rate 26.
Witness _____ Email address _____
Are you interested in joining the Organizing Committee? Yes ☐ B01 5/05 (see other side)

This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted.

You have the absolute democratic right, protected by Federal Law, to organize and join the United Steelworkers.

By signing this card, you are taking an important step toward achieving a genuine voice in workplace decisions that affect you and your family.

YES! I WANT UNITED STEELWORKERS UNION REPRESENTATION!

I HEREBY AUTHORIZE THE

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied
Industrial and Service Workers International Union, AFL-CIO-CLC
(also known in short as United Steelworkers or USW)
TO REPRESENT ME IN COLLECTIVE BARGAINING.

Name (Print) Chris Pecht Phone 315-350-4177
Home address 59 Mulhoney Dr Street or Rural Route
City Mallers State N.Y. Zip Code 13103
Date 1-9-14 Signature (Do Not Print Name) Chris Pecht
Employed by: Novelis Location OSwego
Department Pack Line Shift D Job Title Operator Rate 14.70/hr
Witness _____ Email address Cpecht@gmail.com
Are you interested in joining the Organizing Committee? Yes ☐ B01 5/05 (see other side)

This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted.

You have the absolute democratic right, protected by Federal Law, to organize and join the United Steelworkers.

By signing this card, you are taking an important step toward achieving a genuine voice in workplace decisions that affect you and your family.

GC
Exh. No: 15 Received ✓ Rejected _____
Case No.: 03-121243 at 2
Case Name: Novelis Corp
No. Pgs: _____ Date: 7-17-14 Rep: Am

January 9, 2014

Dear Oswego Team –

A few short weeks ago we announced In our Business Update & Wage meetings:

- 5% wage increase
- \$2,500 lump sum payouts
- J-12 schedule for CY2014

Subsequently we confirmed:

- J-12 schedule for CASH
- Extension of former holiday pay and overtime pay practices until 1/6/2014
- Lump sum payouts can be redirected to HSA tax-free

We've never stopped listening and having dialogue. We value your input about the impact of changes. Since the changes in May we have continued to listen and engage in dialogue, share information and answer your questions. During our December Business Update & Wage meetings we committed to respond to your questions in mid-January.

We have represented your concerns and interests with our corporate partners in Atlanta and as a result I am pleased to announce that we have agreed...

- No planned major impacts to employee compensation and benefits
- There will be a cadence and method of communication that provides sufficient time for everyone to be personally informed, digest any impact and plan accordingly
- Vacation and Holiday WILL be considered "hours worked" and WILL be included in the calculation of overtime ("bridge to overtime")
- 1 ½ x premium pay for Sunday will be restored

Together, we have a lot to deliver in 2014 if we are to be successful – we need to continue to stay safe, commission both CASH lines and build relationships with the new customer base. I need you to continue to do your part, as you have in the past, to help to ensure that we maintain our competitive advantage.

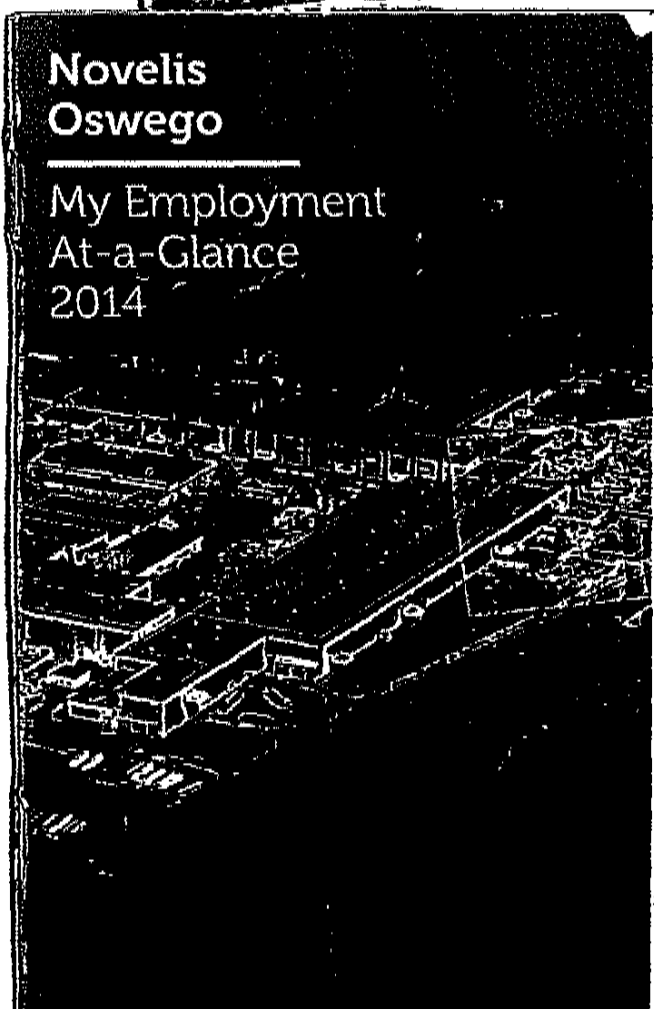
Thank you for your patience through this entire process.

Best regards,



Chris Smith
Oswego Plant Manager

BC
Exh. No: 16 Received Rejected
Case No.: 03 - CA - 121293 et al
Case Name: Norvelis Corp
No. Pgs: Date: 7-21-14 Rep.: Am



17
Exhibit No. 170 Identified ☒ Received ☒
Case No. : 3-CA-12193 Et Al
Case Name : Novelis Corp
Rep. : A. Morris
Date : July 16-18, and 21-23, 2014

A-0660

Guiding Principles



January, 2014

Dear Team Member,

We are proud to have you as a member of our growing Oswego team. It is an exciting time to be a part of Novelis as we work together to further the success of our expanding business and leadership in the aluminum industry.

Based on your feedback, we are providing you with the 2014 Oswego "My Employment At-a-Glance." Included in the brochure is important information on your safety, schedule, benefits, holiday/vacation and expectations as a Novelis employee through December 31, 2014. We are committed to update this guide and communicate any changes annually.

As a globally integrated company, our top priority is to provide you with a safe work environment where you are given the training, tools and resources you need to succeed.

Key to the success of every Novelis facility and employee is creating and ensuring a company culture based on mutual trust, respect and communication.

Your feedback is important. After reviewing the guide, please share any questions with your area leadership or any of the "key contacts" listed on the final page.

Best regards,

Chris Smith

Chris Smith
Plant Manager

Peter Sheftic

Peter Sheftic
Human Resources Manager

My Pay

**2014 Wages -- Operations & Maintenance**

We offer a fair and competitive total compensation package. Below is a table reflecting the 2014 wage rates.

Oper PG	Hourly Rate 1/1/2014	Shift Premium
Entry	\$14.70	\$0.77
1	\$15.75	\$0.77
2	\$20.58	\$0.77
3	\$21.81	\$0.71
4	\$22.97	\$0.70
5	\$23.68	\$0.66
6	\$24.53	\$0.665
7	\$25.48	\$0.645
8	\$26.51	\$0.63
9	\$27.85	\$0.605
10	\$28.98	\$0.49

Mic PG	Hourly Rate 1/1/2014	Shift Premium
6	\$26.03	\$0.665
7	\$27.00	\$0.645
8	\$28.04	\$0.63
9	\$29.40	\$0.605
10	\$30.56	\$0.49
11	\$31.75	\$0.465

Wages reflect 5% general wage increase.

Lump sum (for hourly employees hired before January 1, 2014): \$2500

All other shift premiums remain intact.

The work week is Monday through Sunday. The following policies apply when determining overtime pay. Pay day is on Thursday of each week.

Overtime Calculation

- All Sunday hours will be paid at one and one-half (1-1/2) times your regular rate of pay.
- All hours in excess of 40 hours in a work week will be paid at one and one-half (1-1/2) times your regular rate of pay.
 - Hours used to determine eligibility for 40 hours will include work hours, vacation and holiday (including floating holiday hours). If vacation and holiday fall after the 40 hours of work they will be paid at one and one-half (1-1/2) times your regular rate of pay.
- There shall be no pyramiding or duplication of any overtime or premium payment.

Emergency Call-in Pay

If an employee is called back to work after leaving the plant at the end of shift, he/she will be paid a minimum of four hours. If you have already worked 40 hours, those hours will be paid at time and one half. Only hours worked will be counted towards additional overtime calculation.

Crew Leader Pay

The Crew Leader provides front line shop floor leadership to ensure the continuity of our business. Crew Leaders shall be paid a flat-rate premium of \$2.00/hour for all hours worked.

Variable Compensation

Employees of Novelis Oswego participate in a quarterly performance-based recognition system referred to as the variable compensation program. It is designed for employees to share in the success of the Oswego plant, as well as the success of the Company.

My Benefits

Novelis offers a highly competitive benefits package that includes health care, retirement savings and income protection plans, as well as ancillary benefits such as educational assistance.

Health

Medical & Prescription	Novelis Medical Plan
Health Savings Account	Company-funded Health Savings Account (HSA); up to 50% of your medical plan deductible
Employee Assistance Program	A confidential service that helps address personal problems that may affect your health, family life or job performance
Dental	MellLife Preferred Dentist Program (PDP)
Vision	Eye Exam & Materials Allowance
Flexible Spending Accounts (FSAs)	Health Care FSA (limited to dental and vision expenses)/Dependent Care FSA
Wellness	Tobacco cessation, Weight Watchers, On-site health club
Retiree Medical Benefits	Medical and prescription drug coverage through private exchange

Protection Benefits

Disability	Short-term disability/Long-term disability
Basic Life Insurance & AD&D	1.5x Earnings
Suppl. Insurance	Optional life insurance; Dependent life insurance
Business Travel Accident Insurance	Accidental death and dismemberment insurance while traveling on company business

Retirement Benefits

Savings and Retirement	Savings Account (Employee Contributions at 6% or more; Novelis match at 4.5%). Retirement Account: 5% Novelis contribution for employees hired after 1/1/2005. Savings account and pension plan for employees hired before 1/1/2005.
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Other Benefits

Employee and Family Resources	Adoption assistance; Educational assistance 529 College savings plan; Liberty auto & home insurance; Allac (offers other disability and insurance products)
Employee Discounts	See the HR team for details

The Oswego HR team is available to help answer your benefits questions. Specific provider contact information is also listed below.

Benefit	Group #	Tel	Website
Novelis Benefits Service Center (Trion)		866-898-0922	EnrollOnline.com/Novelis
Medical (Anthem)	33209758	866-240-7423	Anthem.com
Employee Assistance Program (Anthem)	33209758	800-865-1044	Anthem.eap.com
Prescription Drug (Catalamaran Rx)		877-634-9528	MyCatalamaranrx.com
HSA (ACS/BNY Mellon)		877-472-4200	mybenefitwallet.com
Dental (MellLife)	39366	800-942-0854	Mybenefits.melllife.com
FSA (Trion)		866-898-0922	EnrollOnline.com/Novelis
Wellness (Viverae)		888-848-3723	Noveliswellnessmatters.com
Disability (MellLife)		866-729-9201	Mybenefits.melllife.com
Savings & Retirement (Vanguard)	095858	800-523-1188	Vanguard.com
Pension (Mercer)		888-722-8750	Mypensioncenter.com/Novelis

My Vacation & Holidays



Employees annually receive the number of days for which they are eligible in a calendar year based upon length of service. Increases will become effective on January 1 of the employee's 5th and 10th anniversary whereby employees will progress to the higher rate. The vacation days must be used within the calendar year. See table below for details.

Years of Service	Maximum Annual Eligibility
1-4	10 days (80 hours)
5-9	15 days (120 hours)
10 or more	20 days* (160 hours)

Employees hired before April 1, 2013 will remain eligible to receive 25 days annual vacation after they reach 25 years of service with the company.

2014 Novellis Oswego Holiday Schedule

		Worked	Not Worked
Committed Holiday	Thanksgiving Day	One and one-half (1-1/2) times your regular rate of pay + 8 hours of Holiday pay	8 hours of Holiday pay
	Christmas Day		
	New Year's Day		
		Worked	Scheduled and Not Worked
Non-Committed Holiday	Good Friday	One and one-half (1-1/2) times your regular rate of pay	Cover time with Floating Holiday/ Vacation Hours
	Memorial Day		
	4th of July		
	Labor Day		
	Day after Thanksgiving		

Each employee receives 80 hours of floating holidays reserved to cover non-committed holidays and for personal time off. No pyramiding.

My Resources



The Human Resources web page has a variety of useful information for employees including Benefits, Careers and North America Standards. The North America Standards, for example, outline key policies including vacation and holidays, leave standards, a drug and alcohol free workplace, progressive discipline and several others. To view the standards, visit Insidenovellis.com or see your doc admin for a hard copy.

1. Go to "My Departments"
2. From the drop down menu, click on "Human Resources"
3. On the top left hand side, click on "North America Standards"

My Outreach:
Novelis Neighbor



We have a proud history of giving back to the Oswego community through our Novelis neighbor program, which includes financial contributions and volunteer hours. Recent examples of employee volunteerism include working with United Way of Greater Oswego County, the Oswego County Habitat for Humanity and the Oswego Renaissance Association/ Oswego Tree Canopy Project.



My Key Contact
Information



We believe in open communication and encourage you to provide feedback to area leadership.

Our Human Resources team can also talk with you about any issues or concerns.

Peter Sheftic

Human Resources Manager
315-349-0425
peter.sheftic@novelis.com

Cheryl Ascenzi

Human Resources Leader
315-349-0217
cheryl.ascenzi@novelis.com

Andy Quinn

Human Resources Leader
315-349-0212
andrew.quinn@novelis.com

Michael Anthony

Human Resources
Coordinator/Ombudsman
315-349-0240
michael.anthony@novelis.com

FW: Announcement - Mandatory Hourly Production & Maintenance Employee Meetings

Everett Abare (Everett.Abare@novelis.com)

safe list

Thu 3/13/14 1:07 PM

eabare@hotmail.com (eabare@hotmail.com)

From: Matthew.ADM-Bennett/CGI@novelis.com [mailto:Matthew.ADM-Bennett/CGI@novelis.com] **On**
Behalf Of Novelis_Oswego_Communications@novelis.com
Sent: Monday, February 17, 2014 9:55 AM
To: Oswego_Users@novelis.com; matthew.bennett@cgi.com
Subject: Announcement - Mandatory Hourly Production & Maintenance Employee Meetings

All hourly production and maintenance employees are asked to attend one of the following mandatory meetings:

When:

Monday, February 17 - 5:30 pm

Tuesday, February 18 - 5:30 am and 5:30 pm

Where:

All meetings to be held at the west end of the CASH building, between the two accumulator towers for CASH line 1 and 2.

Required PPE: Steel-toed shoes, hard hat, safety glasses and hearing protection.

Attendance at these mandatory meetings will be considered time worked. If

you have any questions, please see your area leadership.

Chris Smith

Novelis Oswego Plant Manager

Placeholder For General Counsel Exhibit 19

**This exhibit is an file in CD Rom format maintained with the
hard copies of the Appendix*



In The Matter Of:
TRANSCRIPTION OF MP3 FILE LABELED
PHIL MARTINX VOTE NO COPY

February 18, 2014

AA COURT REPORTERS
412.288.5370

Exhibit No. GC-20 Identified X Received X
Case No. 3-CA-12193 El Al
Case Name: Novelis Corp
Rep.: A.Morris
Date July 16-18, and 21-23, 2014

Original File USW-050
Min-U-Script® with Word Index

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2 UNITED STEELWORKERS
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9 TRANSCRIPTION OF MP3 FILE LABELED

10 "PHIL MARTINS VOTE NO COPY"
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24 REPORTED BY: ANTHONY JUDE CORDOVA, CSR

25 JOB NO. USW-050414

AA COURT REPORTERS
P: 412.288.5370 F: 412.288.5371
anthonyv@aacourtreporters.com

A-0670

1 PHIL MARTENS: The first thing I want to
2 do is talk to you a little bit about why I
3 (indecipherable) a little bit about the
4 commitment that I personally had
5 (indecipherable) success of this
6 (indecipherable) as well as (indecipherable)
7 what you may not realize is that four years
8 ago, we made a decision, a very strategic
9 decision, to change the product mix in our
10 overall structure in North America, and by
11 doing so, we had to make a decision on where
12 are we going to put the automotive business.

13 It wasn't a straightforward call, but,
14 ultimately, I decided to put the business here
15 in Oswego, New York, and that investment
16 started out with \$200 million. As Chris will
17 say, it's grown to well over \$400 million, and
18 with that, we actually made a series of
19 decisions that had to be maintained throughout
20 the indefinite future of this facility, but
21 first and foremost was employment continuity,
22 the second was growing the business, and the
23 third was as we move forward with the
24 automotive sector, ensuring that the right
25 capabilities were in the plant to succeed.

1 That decision put us in a position, put me
2 in a position where we had to balance out a
3 number of different, very difficult things, and
4 if you read the letter that was posted last
5 night that I penned to communicate this to you,
6 you'll understand that we actually had to close
7 another plant, and that was the Saguenay Works
8 facility, to ensure that we retained and
9 maintained employment levels here at this
10 plant.

11 That level of decision-making rarely
12 happens, and with the speed at which we did it,
13 we actually had to sit down with the Saguenay
14 people and let over 140 people go to maintain
15 the employment levels here versus looking at
16 two to 300 (indecipherable) here. We lost over
17 a hundred KT (indecipherable) business, and
18 through that decision, I said we made a
19 commitment to this plant we have to maintain
20 the employment levels and we have to keep the
21 base production (indecipherable).

22 As we moved forward from there, based on
23 the collaborative effort, I was very impressed
24 with the workforce here. Not only did we close
25 Saguenay in a very streamlined manner, but we

1 reallocated that product mix -- it was a very
2 complicated production mix -- into this plant
3 and we had very few, if any, customer issues.
4 That gave me lot of confidence in the people
5 here at the plant and decision to invest
6 heavily here and to actually keep things at the
7 level that we had in growing the plant.

8 Subsequent to that, we made a decision to
9 further invest into the facility. You're all
10 aware, and Chris will mention it, on the third
11 cash line that we're going to (indecipherable)
12 and that raises the total investment including
13 the infrastructure to about \$400 million. The
14 reason for the sector shift from
15 (indecipherable) automotive (indecipherable)
16 decline. Profitability (indecipherable)
17 survivability of the facility and everything
18 that we do in our lifestyle, we had to make a
19 shift to a higher profit margin, higher
20 sustainable long-term growth essentially and
21 that's the automotive (indecipherable).

22 Chris is going to talk to you a little bit
23 about the relationship that we have with Ford
24 and the F-150 (indecipherable) it really starts
25 to get down to the future that we built here

1 for all of you. Nobody can deny that we are
2 positioned as the global leader in automotive,
3 nobody can deny that we've invested heavily
4 into this plant, and nobody can deny that your
5 future and your family's future are more secure
6 today than they ever have been. I want to have
7 Marco come up and talk a little bit about some
8 of the specifics, and a lot of this you can
9 read in the letter that I -- was posted last
10 night.

11 MARCO PALAMERI: Thank you, Phil
12 (indecipherable) I'm here for two very specific
13 reasons. One is because we care about Oswego.
14 We care about you. That's very important for
15 us to be here and talk to you, and the second
16 reason is because (indecipherable) feedback for
17 you guys to the management of (indecipherable).
18 That feedback is very important to us and
19 (indecipherable) talk to you personally.

20 I basically want to address three or four
21 points that I think are important. I'm sure
22 you got all this answers to (indecipherable)
23 management, but I want to give you the
24 reassurance from the North America region and
25 from corporate.

1 The first item that I want to talk to you
2 about is the overall compensation. You all
3 (indecipherable) my employment (indecipherable)
4 and that document was put together as a
5 feedback, a response to our request that you
6 (indecipherable) very important. We tried to
7 respond as quick as we could. In that document
8 (indecipherable) all the wage structure for the
9 year which include on top of that five percent
10 increase in your salary plus a \$2,500 bonus
11 pay-out, \$2,500. This is extremely
12 (indecipherable) than any other
13 (indecipherable) plant in North America. This
14 is really a very good package for the -- I
15 really emphasize that.

16 The second point I came here to emphasize
17 is about the pension. Some people have
18 concerns about pension. I want to make this
19 very clear. Your pension is completely funded
20 as per the Federal Government regulations. We
21 are above the minimum required by the
22 government. You should have no concerns about
23 that. It is protected. The money is there
24 (indecipherable) above what is required by the
25 Federal Government.

1 Those of you that are not in the pension,
2 retirement plan, our retirement plan is very
3 competitive. If you consider the 4.5 percent
4 match dollar by dollar that the company makes,
5 the 4.5 percent, plus the five percent
6 additional contribution (indecipherable) the
7 retirement fund, I have never seen such a
8 competitive plan. It's extremely positive and
9 very competitive in the market. It is very
10 good (indecipherable).

11 A third concern I want to address, again,
12 I'll really tell you what Chris and
13 (indecipherable) has already told you, but I
14 want to make that point again. We understand
15 that you guys have concerns about the
16 (indecipherable) the twelve-hour shift
17 (indecipherable) shift schedule. We have no
18 reasons to change that schedule. The only
19 thing that we have to bear in mind
20 (indecipherable) as time (indecipherable) our
21 customer requirements will be more and more
22 demanding, and then we as a team will have to
23 work together to find the right way to respond
24 to our customers (indecipherable). That is
25 very clear.

1 And the fourth point that I want to
2 emphasize, and I want to say thank you, because
3 we just had the (indecipherable) participation
4 was great. We had more than eighty percent
5 participation. If my memory's right, it was
6 eighty-three percent. That was the
7 (indecipherable) range of participation. Means
8 that eighty-three percent of you
9 (indecipherable) responded to this
10 (indecipherable) and in that survey, you guys
11 (indecipherable) loud and clear to us, you said
12 that we expect a more honest, transparent,
13 face-to-face communication from the
14 (indecipherable).

15 We understand that and we are trying to
16 improve that in a big way. Chris
17 (indecipherable) is doing all they can to
18 improve that and will be working very
19 diligently in months to come to make it even
20 better. (indecipherable) go into that later,
21 we are in the phase of execution of our
22 investments (indecipherable) launching the Ford
23 program and (indecipherable) and our success
24 will be (indecipherable) by the success of this
25 (indecipherable) and if we succeed, we will all

1 be able to share on that success
2 (indecipherable).

3 But now it's time to (indecipherable) now
4 it's time for us to work together to deliver
5 our (indecipherable). Now it's time that the
6 plant management and everybody else have to
7 work as a group, as a single team and
8 (indecipherable) management and the employees
9 on the plant floor, and that's why I really
10 want to say if I had the option of voting, my
11 vote would be no.

12 We don't need the union in this plant. We
13 have you work for fifty years in a very
14 successful way, (indecipherable) direct
15 communication with plant management and
16 employees and we can work for fifty year more
17 in the same way. Please, vote no. Thank you.
18 And now I have (indecipherable).

19 PHIL MARTENS: I want to talk a little bit
20 about two subjects here. First, the subject is
21 what would it be like in a union environment,
22 and, second, just a perspective on the
23 (indecipherable) I made both of these comments
24 earlier today, but what I want to lead in with
25 is just think about what Marco just said.

1 (indecipherable) five percent (indecipherable)
2 going to get a \$2,500 (indecipherable) USW
3 Novelis plants is at less than two percent.
4 You're going to get the shift pattern that you
5 wanted which is truly unique for an operation
6 of this size, very, very unique. The other
7 plants don't have that.

8 You have flexibility in terms of how you
9 can actually schedule your work. You have good
10 crews that you work on. You don't have strict
11 rules and regulations. I can go
12 (indecipherable) but if you vote yes, I move
13 for (indecipherable) personal decision and a
14 personal passion for this plant
15 (indecipherable) and I look at it as a start
16 point for your discussions with
17 (indecipherable) the lower wages. Pensions are
18 funded at a lower level. They get lower
19 benefits in terms of compensation. They have
20 stricter rules in terms of how you can do your
21 work. Career ladder is different.

22 I can go on and on, but as a business
23 decision (indecipherable) if I look at what
24 this plant is about and I look at why we made
25 the investment and I look at what we want to

1 accomplish here and what we want you and your
2 families to thrive with over the next decades,
3 that's the wrong decision. We're willing to
4 pay you more. We're willing to offer you the
5 flexibility because we know you will do the
6 work at a level that is world-class, and that's
7 worth a hell of a lot. That's very unique in
8 any operating system that you can find in this
9 country or any country (indecipherable). That
10 flexibility is something you should cherish.

11 That's why I would vote no a thousand
12 times and I think you should, too. Because
13 when you go into a situation when you're
14 dealing with a union, it's not your voice
15 anymore. It's the voice of the union. United
16 States Steelworkers do not know this plant.
17 They do not know this industry. Chris will
18 cover that in a minute. But what they do know
19 is they do know how to say one thing in a forum
20 and then turn around and press charges against
21 this company.

22 There have been two grievances filed.
23 This has raised a lot of noise when I brought
24 this to your attention yesterday, and the
25 reason I bring it to your attention is,

1 apparently, when they had their
2 (indecipherable) meeting, they said they would
3 not file a grievance (indecipherable) or
4 grievances. This is a public domain document.
5 You can look it up. I'm sure there's been
6 copies passed around.

7 But that's (indecipherable) what you're
8 dealing with right now in Novelis with the top
9 executive team telling you we are passionate
10 about what you do. We have to do things
11 better. That's why we're here. We have better
12 wages. We have better benefits. You have
13 incredible working conditions, and you and your
14 families have a future that is more secure
15 today than it ever has been at any time that
16 this plant has been in existence, and I
17 personally have made the difficult decisions to
18 make that a reality. When you have a chance to
19 vote, do yourself and your families a favor and
20 vote no. Let me turn it over to Chris.

21 CHRIS SMITH: Okay. Let's try and recap
22 that (indecipherable) how it affects us and how
23 it will affect us going forward
24 (indecipherable) so why are we here? As Phil
25 said and Marco mentioned, it's about you, it's

1 about your family, it's about our future. Give
2 that some thought. As a wage earner, a lot of
3 people are going to be dependent on what you
4 bring home, on what sort of (indecipherable) as
5 we go forward.

6 It's about change. It's about positive
7 change, \$400 million (indecipherable)
8 investments as far as we know in the past two
9 or three years. You name me one other plant in
10 this part of the region, in this part of the
11 country that can even come close to competing
12 with that. It's a great opportunity and one we
13 should make the most of.

14 It's about growth, 200 plus jobs already
15 confirmed. We've already taken on 160 people
16 since the beginning of last year
17 (indecipherable) catalyst as far as that growth
18 is concerned, and if we do what we know we can
19 do and what we have to do, what we're
20 contractually obliged to do as far as the Ford
21 contract is concerned, there will be more.
22 That's up to us.

23 It's also about communication. I'm the
24 first to admit that we need to improve on that.
25 A lot of the discussions we've had over the

1 last two or three months has been a common
2 denominator, when we've got plans in place that
3 we will deliver and sustain going forward to
4 make sure that we don't get off track as we
5 have been. No excuses, no looking for an
6 argument. We need to improve.

7 When I had the opportunity to come back
8 here twelve months ago, it was pretty neat from
9 my point of view. Having worked on the Ford
10 contract for the previous eighteen months and
11 now being given an opportunity to have a
12 responsibility to deliver on the things that I
13 helped negotiate (indecipherable) but it wasn't
14 without some concerns going into with my eyes
15 open, one of them being safety. We were just
16 coming off the most successful year in the
17 plant's history and then we were introducing so
18 much more congestion and many, many challenges
19 as far as the construction of those facilities
20 were concerned, new employees, construction
21 site (indecipherable) making sure everybody
22 understands the need (indecipherable) and to
23 give respect to the situations that they are in
24 and the equipment they're going to be using on
25 a day-to-day basis.

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A-0683

1 It's easy for us to stand here and say
2 two o'clock on a Saturday morning when
3 someone's on their own, not always so easy to
4 deliver. Designing construction of the cash
5 lines themselves, a lot of you know better than
6 me (indecipherable) not the most friendly, if
7 you will, to work through, especially when
8 you're doing a lot of external construction,
9 and to do what we had to do before we could
10 even get the roof on the building and to be
11 able to do that safely is a credit to everybody
12 for their focus and skills that they
13 incorporated to make sure that was done
14 successfully and well within the time line we
15 had available to us. But, nonetheless, on the
16 outset, it was a real concern.

17 Fulfilling the terms of the contract
18 (indecipherable) thirty pages long, took us
19 over eighteen months to negotiate, and there's
20 a lot of deliverables on there that we're on
21 the hook for willingly to be part of this
22 program. When you look at the time line that
23 we had available to us from the construction,
24 from the commissioning, from the qualification
25 of material, from passing the testing, as we

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1 all know as rigorous as it is coming from an
2 automotive manufacturer, that was a heck of a
3 learning curve in a really, really short period
4 of time, but we're close to delivering on that
5 already, and, again, credit to everybody here
6 and everybody else that's been involved in this
7 because we all have a piece. We all have
8 ownership with, but the rewards out there are
9 significant and I'll go into that.

10 Time line itself, fortunately, we were
11 able to break ground about two to three months
12 before we actually signed that contract. It
13 gave us that little bit of extra time. Our
14 competitors, not so much. They now are four
15 months behind us as far as the construction of
16 their cash line is concerned, yet we still have
17 to deliver material for the launch of that
18 vehicle in October. So you think we've got a
19 difficult task? Imagine being in that
20 position.

21 It's not going to be easy. None of this
22 is easy. If it was easy, everybody would be
23 doing it. The fact of the matter is we have
24 that opportunity to capitalize on that first
25 (indecipherable) advantage by investing when we

1 did to the extent that we did, providing us
2 that chance to make a success of what will be a
3 real game-changing product coming into this
4 facility (indecipherable).

5 Some of the things that I didn't
6 anticipate twelve (indecipherable) familiar now
7 with the announcement that came out two or
8 three week ago from the (indecipherable) where
9 they announced a joint venture to invest
10 \$150 million in the (indecipherable) with their
11 own cash line. From the automotive
12 manufacturers, they're thinking that's pretty
13 good; right? They've now got a wider
14 (indecipherable) is concerned which is great,
15 shows commitment of the aluminum industry to
16 their demand (indecipherable).

17 The other way you could look at it and the
18 way that we should look at it from our
19 perspective, it's also competition. It's not
20 competition in Europe. It's not coming from
21 Asia. Essentially, it's in our own back yard.
22 So rest assured the demand and the numbers that
23 we've seen and how that's going to increase
24 over the next five to ten years, these guys
25 sitting at the next table as we leave the room

1 (indecipherable) the same programs, and I'm
2 sure they will be successful with our first
3 cash line, but once they (indecipherable)
4 credibility in the (indecipherable). This is
5 real, guys. This is now. But that means we
6 (indecipherable) future. That's today. That's
7 the opportunity that we have in front of us.

8 I also didn't anticipate the possibility
9 of dealing through a third-party. The reason
10 that I came back here was really based on the
11 five years experience I had here previously.
12 The uniqueness of the culture of this facility
13 having worked in over a dozen of them around
14 world for Novelis, whether you realize it or
15 not because you work it every day, but it
16 really is, as corny as that may sound
17 (indecipherable) fifty years of producing
18 world-class aluminum out of this facility is
19 huge.

20 There's very few other mills or any other
21 businesses could honestly lay claim to that
22 sort of success. It's unique but it's
23 sufficient to enable (indecipherable) to give
24 confidence in us to invest that money here and
25 grow that -- that success even further. Let's

1 make sure he spends that money wisely.

2 Let's be honest. What we have here today
3 is a distracted and divided workforce. It is.
4 Let's call a spade a spade, not something that
5 I expected I would ever have to talk about when
6 I came back here twelve months ago. It's
7 disappointing. I understand why we are where
8 we are. I'm not standing here to give excuses.
9 We've had enough communication over the last
10 two or three months to air the reasons why and
11 the things that we should have done
12 differently, could have done differently, would
13 do differently if we had the chance again, but
14 the fact of the matter is here today we have a
15 distracted and divided workforce.

16 We can't afford for that to continue.
17 That is not going to breed the success that we
18 need if we're going to make sure that those
19 cash lines are not going to be the biggest
20 white elephant in (indecipherable) Novelis
21 history. Simple as that.

22 Okay. That's the past. To bring us up to
23 where we are today, what I want to show you now
24 is just a two-minute video to give you an idea
25 of what the future is going to look like and

1 what a big part we're going to play. This is
2 the launch of the F-150 as introduced by Ford
3 about three weeks ago at the motor show in
4 Detroit.

5 We've talked a lot about the amount of
6 money that we have invested in this -- in this
7 vehicle. Ford has invested billions of dollars
8 in what is their flagship product. So just
9 look at this and understand (indecipherable) we
10 have to be a part of that success story and
11 (indecipherable) even further going forward.

12 SPEAKER: Ladies and Gentlemen, please
13 welcome Ford Motor Company's group vice
14 president, global product development, Raj
15 Nare.

16 So there you have it, a new era in Built
17 Ford Tough. We've taken the best truck in the
18 world and made it better in every way. This is
19 our toughest, smartest, most capable F-150
20 we've ever done setting the standard for the
21 future of trucks. The new F-150 utilizes new
22 materials that are improved durability and
23 capability (incomprehensible) and boosts gas
24 mileage. The rock solid frame and body are
25 what sets this truck apart. The fully box

1 frame uses more high strength steel than ever.
2 In fact, it's stronger than the steel found in
3 some of our competitors' heavy-duty truck
4 frames. Plus, the body's made from a
5 high-strength aluminum alloy that's lighter and
6 more resistant to dents and corrosion.

7 Overall, as much as 700 pounds of weight
8 have been saved helping the F-150 tow more,
9 haul for, accelerate quicker, stop shorter, all
10 with better gas mileage, and, of course, the
11 F-150 also exceeds or legendary Built Ford
12 Tough truck standards.

13 The F-150 has undergone more than
14 10 million miles of Built Ford Tough torture
15 testing. Most important to our customers, of
16 course, is capability, and the F-150 delivers,
17 and it starts with power and the choice of four
18 engines including an all new 2.7 liter eco
19 boost V6 with auto start stop. This engine
20 delivers the same power as some mid range V8's
21 but with better fuel economy.

22 We've loaded the F-150 with eleven class
23 exclusive features such as lighting where our
24 customers need it most for capability around
25 the clock. Customers will also appreciate our

1 (indecipherable) for 360-degree camera view
2 which helps with narrow off-road trails and
3 tight parking spots. In the bed, our patented
4 box (indecipherable) system, handles everything
5 from loading ramps to cargo dividers, and new
6 and improved apps help drivers quickly find and
7 organize information from gas mileage to
8 towing.

9 So, Ladies and Gentlemen, this is the new
10 Ford F-150, the toughest, smartest, most
11 capable F-150 ever, setting the standard for
12 the future of trucks.

13 So we invite you to come down and take a
14 closer look for yourself, and we'll all be down
15 here to answer your questions. Thank you.

16 CHRIS SMITH: Pretty impressive. Lot of
17 money. Lot of time. Lot of importance being
18 attached to this vehicle and the program going
19 forward. We have an opportunity that I would
20 argue you're never going to have in your
21 careers going forward again to be a huge part
22 of this.

23 Look at some of the numbers again. Best
24 selling vehicle for over thirty-two years in
25 North America. Last year alone, they sold over

1 760,000 units. To break it down, one every
2 forty-one seconds. Our contract has a fixed
3 percentage as the leading aluminum manufacturer
4 supplier for this program. As their sales
5 increase, so does the volume of material that
6 we supply out of this facility.

7 We do a good job, further programs will
8 come. We already have 147,000 (indecipherable)
9 committed a year to this program. One and a
10 half of the first two cash lines are already
11 dedicated to this one program, one program with
12 one customer, and that's the impact it's going
13 to have on this facility and at the bottom line
14 as far as Novelis is concerned in North America
15 and globally.

16 This is a global initiative as we continue
17 to grow our (indecipherable) footprint. For
18 North America, it's going to originate here out
19 of Oswego, New York (indecipherable). As I
20 said, this is only the beginning. In December,
21 we announced the additional \$200 million for
22 the third cash line. We know the programs that
23 are going to be coming down the pike
24 (indecipherable) years to come as the that
25 (indecipherable) standards continue to be

1 reacted upon (indecipherable) North America are
2 going to continue to try and take weight out of
3 the vehicles, tried and tested, easy solution,
4 if you will, as we already have a track record
5 in Europe with JLR as you are mostly familiar
6 with, is to go (indecipherable) replacing steel
7 with aluminum.

8 So who's to say when we hit this out of
9 the ball park, make a success and give that
10 credibility to this operation, that there will
11 be more investment? But we've got to deliver
12 first. It's not a God-given right that every
13 time Novelis has the opportunity to invest in a
14 cash lane when it comes to Novelis
15 (indecipherable). It isn't.

16 We've been extremely fortunate. We've
17 been given a great opportunity. There's been a
18 lot of faith put in this workforce and in this
19 location. It's up to us to lose. As simple as
20 that. It's ours to lose.

21 \$400 million invested. Where else in the
22 last decade have you heard anything rivaling
23 that by way of investment monies? Not even
24 just in rolling mills. In businesses in
25 general. We're in a pretty unique situation

1 and one we need to make the most of
2 (indecipherable) 200 new jobs. We continue to
3 do what we know we can do and have done
4 successfully for so long (indecipherable)
5 hopeful that will increase, also, but we have
6 to work together to succeed.

7 Go back to the other slide. Divided and
8 distracted workforce is not going to do
9 (indecipherable). We recognize the past year,
10 as I mentioned earlier, we got off track. We
11 really did. I've been honest with everybody in
12 this room everytime we talked about it.
13 There's been lessons learned. There are things
14 that were done that won't be done in the same
15 manner going forward. Everybody makes
16 mistakes. In our relationship, everybody has a
17 speed bump every now and again. Whether it's
18 at home with your spouse, with your kids, with
19 your work mates, it happens.

20 We've got a forty-nine-year unblemished
21 record. It would be a shame to tip the
22 fiftieth with what we've been through in the
23 last eight months. Relationships have been
24 strained. Some of you look to me and say
25 that's an understatement. Within families,

1 within crews, as friends, longstanding
2 relationships have been strained. I don't
3 think anybody in here wants to work with that
4 in the back of your mind going forward. It is
5 a distraction. It's not a pleasant one and we
6 need to get through that.

7 We have to change. So many ways
8 (indecipherable) successful to make the most of
9 the opportunities (indecipherable) let's not
10 waste it. The opportunity itself is really
11 unprecedented. When we started rolling
12 (indecipherable) twenty-five plus years ago,
13 when we went from the (indecipherable) as far
14 as the portfolio of product coming out of this
15 mill. Now we have that same chance multiplied
16 by a hundred times in terms of the volumes that
17 we're going to be producing in support of the
18 automotive market.

19 I can't even guess whether there's going
20 to be another one thirty years down the road
21 that is going to be equal or anywhere close to
22 what we have in front of us now. What would
23 that market be? I have no clue. It's almost
24 like it's too good to be true, and for that
25 reason, we need to make the most of it. We

1 have to get past the (indecipherable). Pretty
2 much guarantee that everybody in that room for
3 the last three months has come to work without
4 any (indecipherable) right, wrong or
5 indifferent (indecipherable) in some way, shape
6 or form. We have to get past it. The next
7 twelve months are going to be critical to what
8 we do as far as automotive is concerned in
9 North America and specifically how it's going
10 to affect this plant. We've got a new product
11 portfolio to supply, 126 specifications in
12 which we have to have a two-week supply on the
13 floor in the warehouse available to the
14 customer twenty-four hours a day, seven days a
15 week.

16 We have to commission two new pieces of
17 equipment in the next year to make sure that we
18 can satisfy (indecipherable) we signed up to
19 supply as far as that agreement is concerned.
20 We have to develop processes all the way
21 through this facility from casting, hot
22 rolling, cold rolling before it even gets to
23 the cash line. Everybody in this room has an
24 opportunity to influence the success
25 (indecipherable) we all have a role to play.

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1 From the time that we accept that order to the
2 time that coil arrives in cash, everybody has a
3 responsibility to make sure it's in the best
4 possible condition if we're going to be
5 successful. Cash is not a band-aid. It's not
6 going to make up for any errors or mistakes
7 upstream as a justification along with that RFA
8 that we have to deliver a set volume by day
9 throughout the year for forty years and that
10 doesn't include (indecipherable) that doesn't
11 include (indecipherable) it's got to be right
12 the first time. Simple as that.

13 Our risk. Bringing in the union is a
14 distraction that will take us away from
15 achieving our business goals. I firmly believe
16 that. I've worked in union environments for
17 sixteen years before I came to Oswego. You
18 look around you now. You will not see the same
19 faces here a year from now should the union be
20 voted in. People will leave. People will get
21 frustrated by the rigor and the rules that we
22 have to follow. People will not be happy with
23 the culture that we've gotten used to and a lot
24 of us cherish, and the reasons that we've been
25 successful for the last forty-nine years will

1 slowly be eroded away. Just think on that when
2 you're making that decision at the end of the
3 week, please.

4 Some of the things that I've heard leading
5 up to the vote which caused me heartburn, if
6 you will, at least I have a voice with the
7 union. I think Phil's already touched on how
8 well that voice is being heard or how
9 (indecipherable) it's being (indecipherable).

10 Let the chips fall where they may.
11 Really? With everything we have just talked
12 about, do you really want to sit back and have
13 someone that you don't know negotiate your
14 future? Is the upside to what you already have
15 in your hand worth the risk going forward? I'm
16 asking the question. I'm not telling you. I'm
17 asking you to ask yourselves those questions
18 between now and the end of business on Friday.

19 I'm neutral. I would argue nobody could
20 afford to be neutral. You have you to have a
21 voice, whatever that voice is. But if only a
22 hundred people turn up to vote and fifty-one
23 one of them vote yes for a union, there will be
24 a union in Novelis Oswego.

25 Please make the effort to be here to get

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1 that voice that you (indecipherable) roll the
2 dice. Again, that's a gamble. I don't think
3 that's an informed gamble. Ask yourself those
4 questions, guys. The next three days are going
5 to culminate in you making the most important
6 and impactful decision that (indecipherable)
7 will have the opportunity (indecipherable).
8 Make sure it's an informed one, and you will
9 have all the facts and understand exactly how
10 it's going to affect you and your families
11 going forward.

12 So please vote. Vote no. As I mentioned
13 to the other groups, on a personal note, when I
14 was given the opportunity to come back here, I
15 convinced my wife that it was worthwhile moving
16 for the ninth time in twenty-eight years with
17 this company. It was an easy decision for me
18 but I had to make that pitch. Right? The
19 pitch was all around you, corny as that may
20 sound, but I have worked in enough plants to
21 know how special this facility is.

22 The five years that I spent on the hot
23 mill were the most enjoyable in the fourteen
24 jobs that I've had with this company and I
25 truly mean that. When everybody's

1 (indecipherable) in the right direction and
2 they all share the same objective, it's just a
3 great place to be, and that's been demonstrated
4 with the success over the last half a century.
5 Why would we want to jeopardize that? I've
6 admitted there's been mistakes made. I've
7 admitted the fact that the relationship in the
8 last six or eight months has not been what we
9 would like it to be or what it was for the
10 first forty-nine years.

11 But what's going to define this facility
12 and everybody in this room is how we make that
13 whole again, how we get to the point where
14 everybody is going to be pushing in the same
15 direction, that we're not going to be divided
16 or distracted, and we are going to deliver as
17 far as the requirements of that F-150 contract
18 is concerned. That is going to be foundation
19 for further programs coming into North America
20 and coming into Oswego.

21 If we do not deliver, if there's a delay
22 in the launch of that truck and it's down to
23 us, you can forget all those other projections.
24 The automotive industry is looking for the
25 aluminum industry to stand up and be counted as

1 far as its commitment's concerned. We stub our
2 toe, that is going to be the biggest white
3 elephant in (indecipherable) those cash lines
4 are our 401(k). I don't think anybody wants to
5 play with that. These are some of the facts,
6 not the promises. These are the facts which I
7 really hope you will consider over the next
8 three days.

9 I thank you for your time and your
10 attention. As I said, if anybody has any
11 questions afterwards, we'll be hanging around
12 and everything we can do to get answers back to
13 you (indecipherable) if it's not clear here
14 (indecipherable) as to do so (indecipherable).
15 Thank you very much.

1 CERTIFICATE OF REPORTER

2
3 I, Anthony J. Cordova, duly authorized
4 shorthand reporter, do hereby certify:

5 That the foregoing transcript constitutes a
6 true transcript of my shorthand notes taken as such
7 reporter of the audio recording and reduced to
8 typewriting under my supervision and control to the
9 best of my ability.

10
11 May 2, 2014

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13 _____
14 Anthony J. Cordova, RPR, CPE, CSR

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Document Title: Oswego Shop Floor Employee Performance Review Form
 Document #: PRO-000340 Revision #: 1.0

Employee: Everett Abare
 Department: Coldmill

Date: 3/15/14
 Team: AMMA

Discussion Topic	Comments (Strengths/Developmental Needs)
Technical Competence Current PG: <u>7</u>	Strong PG 7.
PureSafety Completion %: <u>95</u>	Catch up before 3/31/14.
TOWER Participation	Missed 8 last year. He will pay closer attention going forward.
Admin Skills (SAP/ Email/ TSW/ Other)	Needs SAP.
Attendance PTO (24 mths): <u>48</u>	SWP 36 hrs. SWOP 24 hrs. EWP Train. 12 hrs.
Team (People) Skills	NA.
Next Progression	
General Comments	<p>Continue as crew leader & continue to provide proper training. Going forward Everett is concerned with metal flow to the CM. He would like to be involved in resolving metal flow issues.</p> <p>Everett has done a great job as a crew leader. He is respected by his crew as well as others outside the crew. He does great work.</p>

Meeting Participants

Employee

Assoc. Leader

Other

Other

Name

Everett AbareJoe Vannella

Signature

Exhibit No. GC-21 Identified X... Received X
 Case No.: 3-CA-12193 Et Al
 Case Name: Novelis Corp
 Rep.: A. Morris
 Date: July 16-18, and 21-23, 2014

General Counsel's Exhibit 21



Document Title:

Oswego Shop Floor Employee Performance Review Form

Document #:

PRO-000340

Revision #:

1.0

DEVELOPMENTAL PLAN

Training Needs	Resources/Support	Comments

STATE OF NEW YORK

9C
 Exh. No: 24 Received ☒ Rejected
 Case No.: 03-CA-121293 et al
 Case Name: Novels
 No. Pgs: 7-17-18 Date: 7-17-18 Rep.: AM

ACADEMY OF FIRE SCIENCE TRAINING CERTIFICATE


This is to attest that

Everett Abare


*is hereby awarded this certificate signifying the
completion of*

Flammable and Combustible Liquid Emergencies
in the standardized fire training program.

February 2, 2014


 GOVERNOR
 STATE OF NEW YORK


 COMMISSIONER
 DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES


 STATE FIRE ADMINISTRATOR
 OFFICE OF FIRE PREVENTION AND CONTROL

STATE OF NEW YORK

ACADEMY OF FIRE SCIENCE TRAINING CERTIFICATE

This is to attest that

Everett Abare

*is hereby awarded this certificate signifying the
completion of*


On-Scene Rehabilitation For Emergency Operations
in the standardized fire training program.

February 3, 2013


GOVERNOR
STATE OF NEW YORK


COMMISSIONER

DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES


STATE FIRE ADMINISTRATOR
OFFICE OF FIRE PREVENTION AND CONTROL

STATE OF NEW YORK

ACADEMY OF FIRE SCIENCE TRAINING CERTIFICATE

This is to attest that


Everett Abare


*is hereby awarded this certificate signifying the
completion of*

OSWEGO COUNTY WEEKEND

in the standardized fire training program.

February 3, 2013


GOVERNOR
STATE OF NEW YORK


COMMISSIONER
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES


STATE FIRE ADMINISTRATOR
OFFICE OF FIRE PREVENTION AND CONTROL

STATE OF NEW YORK

ACADEMY OF FIRE SCIENCE TRAINING CERTIFICATE

This is to attest that


Everett Abare

*is hereby awarded this certificate signifying the
completion of*

On-Scene Rehabilitation For Emergency Operations
in the standardized fire training program.

February 3, 2013


GOVERNOR
STATE OF NEW YORK


COMMISSIONER
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES


STATE FIRE ADMINISTRATOR
OFFICE OF FIRE PREVENTION AND CONTROL

STATE OF NEW YORK

ACADEMY OF FIRE SCIENCE TRAINING CERTIFICATE

This is to attest that

Everett Abare

*is hereby awarded this certificate signifying the
completion of*

Incident Safety Officer

in the standardized fire training program.

February 6, 2011

P. A. Sill
ACTING COMMISSIONER
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

Lloyd A. Martin
STATE FIRE ADMINISTRATOR
OFFICE OF FIRE PREVENTION AND CONTROL

STATE OF NEW YORK

FIRE TRAINING CERTIFICATE


This is to attest that

EVERETT ABARE

is hereby awarded this certificate signifying the completion of
APPARATUS OPERATOR-PUMP 78-0848
in the standardized fire training program, totaling 24 hours of instruction.

Attained this date **OCTOBER 29, 2011**




GOVERNOR
STATE OF NEW YORK

JACK L. COTTET

STATE FIRE INSTRUCTOR
OFFICE OF FIRE PREVENTION AND CONTROL

STATE OF NEW YORK

ACADEMY OF FIRE SCIENCE TRAINING CERTIFICATE

This is to attest that

Everett Abare

*is hereby awarded this certificate signifying the
completion of*

Hazardous Materials Seminar

in the standardized fire training program.

February 21, 2010

David A. Patterson

GOVERNOR
STATE OF NEW YORK

Robert A. Martin

STATE FIRE ADMINISTRATOR
OFFICE OF FIRE PREVENTION AND CONTROL

Jonnie Cortez

SECRETARY OF STATE
DEPARTMENT OF STATE

STATE OF NEW YORK

FIRE TRAINING CERTIFICATE

This is to attest that

EVERETT ABARE

is hereby awarded this certificate signifying the completion of
TRUCK COMPANY OPERATIONS
1F-0810
in the standardized fire training program, totaling 24 hours of instruction.

Attained this date **DECEMBER 4, 2010**

David A. Patterson
GOVERNOR
STATE OF NEW YORK

Jeanine Corio Vagstad
SECRETARY OF STATE
DEPARTMENT OF STATE

Lloyd A. Madison
STATE FIRE ADMINISTRATOR
OFFICE OF FIRE PREVENTION AND CONTROL

LEONARD I. HARTLE
STATE FIRE INSTRUCTOR
OFFICE OF FIRE PREVENTION AND CONTROL

STATE OF NEW YORK

FIRE TRAINING CERTIFICATE

This is to attest that

EVERETT ABARE

is hereby awarded this certificate signifying the completion of
**F.A.S.T.
88-0819**
in the standardized fire training program, totaling 15 hours of instruction.

Attained this date **DECEMBER 12, 2010**

David A. Paterson
GOVERNOR
STATE OF NEW YORK

Jeanine Cortez-Vegay
SECRETARY OF STATE
DEPARTMENT OF STATE

Lloyd B. Martin
STATE FIRE ADMINISTRATOR
OFFICE OF FIRE PREVENTION AND CONTROL

LEONARD I. HARTLE
STATE FIRE INSTRUCTOR
OFFICE OF FIRE PREVENTION AND CONTROL

Be it known that

Everett Abare

As an Employee of

NOVELIS

Has successfully completed Hands-On Fire Fighting
Training totaling twenty-four hours in the

General Hands-On Fire Training

Conducted by Ansul Incorporated Instructors

*Given this Twelfth day of May, Two Thousand Five. This certificate expires on the
Twelfth day of May, in the year Two Thousand Ten.*



Jeff Rose

Senior Fire School Instructor
Ansul, Incorporated



New Mexico Tech

ENERGETIC MATERIALS RESEARCH AND TESTING CENTER

Everett E. Abare

Is hereby awarded this certificate and .4 continuing education units
for successfully completing the 4 hour

**Incident Response to Terrorist Bombings
Awareness Level Training Course**

September 22, 2009

Associate Director/Program Manager

**Oswego County
Emergency Management Office
This is to Certify**

Everett H. Abare



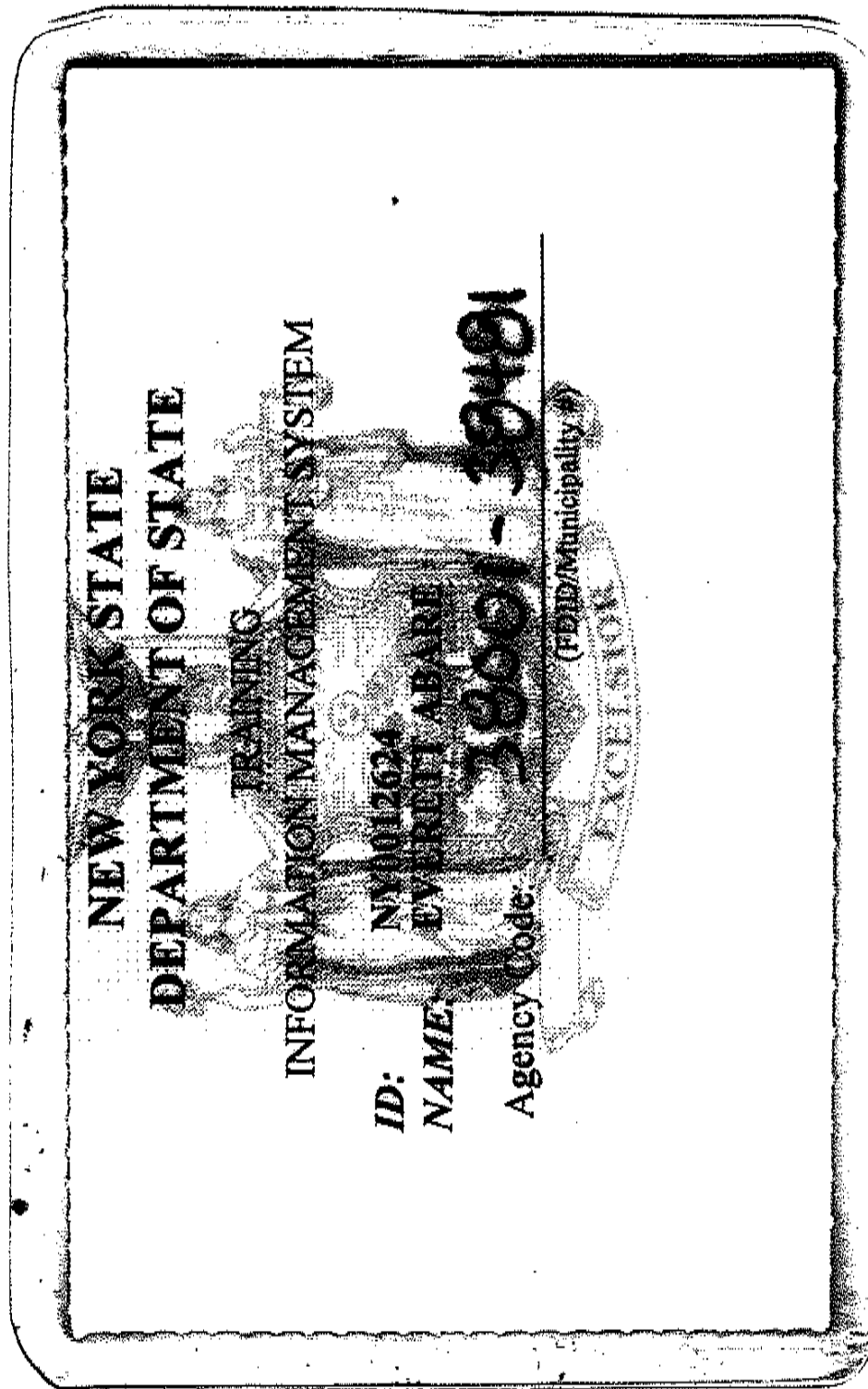
whose photograph and signature
appear hereon may have emergency
access through MILITARY and/or
POLICE CONTROL POINTS

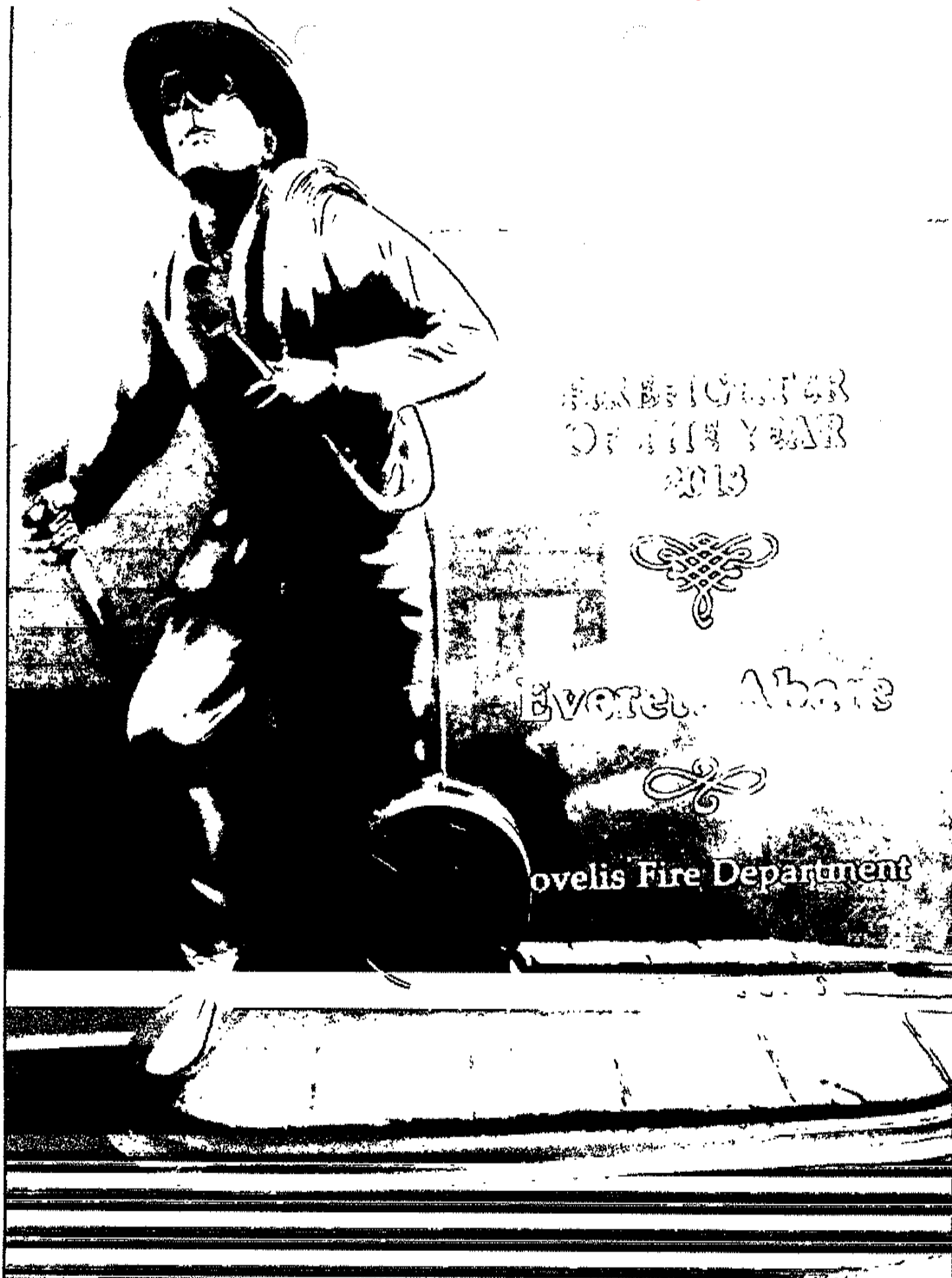
for without charge of county

Osw Co Hazmat

SIGNATURE

AGENCY/CO.






FIREFIGHTER
OF THE YEAR
2013



Everett Abate



Everett Fire Department




Everett Abare

Wonderland...
2,270,314 likes

Exh. No: 25; 25-2 + 525 Received Rejected
 Case No.: 03-CA-121293 et al
 Case Name: Novelis Corp
 No. Pgs: Date: 7-18-14 Rep.: AM

Like
 Comment
 Share




Everett Abare
Saturday at 10:08

As I look at my pay stub for the 36 hour check we get twice a month, One worse than the other. I would just like to thank all the **F*#KTARDS** out there that voted "NO" and that they wanted to give them another chance...! The chance they gave them was to screw us more and not get back the things we lost....! Eat \$hit "NO" Voters.....

15 Likes 7 Comments

Like
 Comment
 Share



Everett Abare
March 25 at 10:32 near Scriba, NY

What's this mean?

General Counsel's Exhibit 25

More posts from March 29 to April 1

**Everett Abare**

March 29

As I look at my pay stub for the 36 hour check, it's worse than the other. I would just like to thank those that voted "NO" and that they wanted to give us the chance they gave them was to screw us more. We lost.... Eat \$hit "NO" Voters.....

Joe Stock
Heather Curran
Tom Gregway
Bill Robinson
Dale Dopp
Mark McManus
Jeff N Mandy Barbeau
Jennifer L Kline
Ashley Albright
Dave Losurdo

Like Comment Promote Share

14 7

Heidi Porter Barbagallo, Craig Maxfield, Jesse Mcwain and 11 others like this.



Chris Spencer Ask yourself, with the current pay practice is it worth your nights, weekends and holidays. I did, that's why I'm leaving.

March 29 at 11:10am · Edited · Like · 2



Chris Spencer The playing field is level.

March 29 at 11:11am · Like · 1



Cindy Acharya Think u need a beer.

March 29 at 2:02pm · Like



Everett Abare Having one thanks sis...lol

March 29 at 2:36pm · Like



Jennifer Crouse Leave is right.

March 29 at 4:48pm · Like



Nancy Jean have 2 you'll feel better

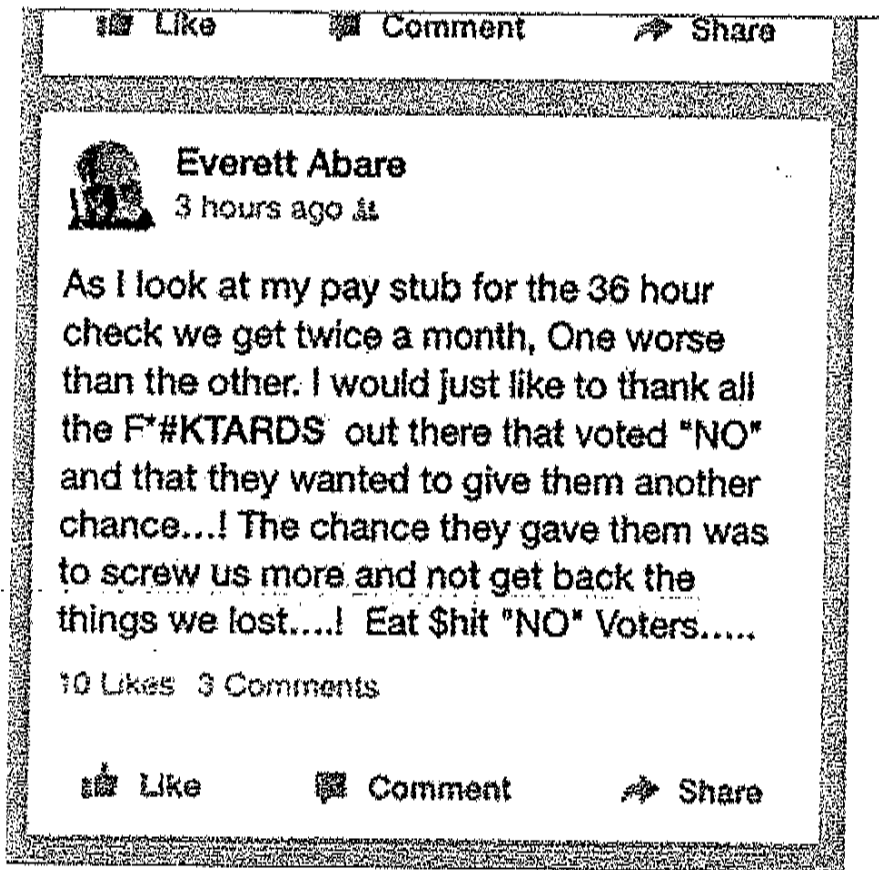
March 29 at 6:59pm · Like



Write a comment...

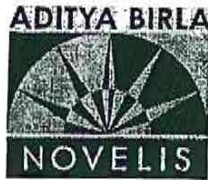


More posts from March 29 to April 1



25 (b)

Novellis 27-000003



Social Media

STATEMENT

The Company recognizes the benefits of participating in social media such as blogs, social networks, videos, wikis, or other kinds of social media. This standard has been developed to empower employees to participate in social media, and at the same time represent our Company and our Company values. The Company adheres to its core values in the online social media community, and expects the same commitment from all Company representatives, including employees. The same rules that apply to our messaging and communications in traditional media still apply in the online social media space. Any deviation from these commitments may be subject to disciplinary action, up to and including termination.

AUDIENCE

This standard applies to the extent permitted by applicable law to all employees of Novelis Inc. and each business unit, department function or group thereof and, to the extent permitted by applicable law, each of its subsidiaries and affiliates ("Company"), unless otherwise covered by a collective bargaining agreement or otherwise subject to possible participation rights of Works Council or other national employee representatives.

This standard is an extension of the Company's standard related to Media Contact.

STANDARD

This standard on Social Media is intended to outline how Company values should be demonstrated in the online social media space and to guide employee participation in this area, both when participating personally, as well as when acting on behalf of the Company.

The Company respects employees' use of blogs and other social media tools. It is important that all employees are aware of the implications of engaging in forms of social media and online conversations that reference the Company and/or the employee's relationship with the Company. Employees should recognize when the Company might be held responsible for or otherwise be impacted by their behavior.

In social media, there often is no line between public and private, personal or professional. The following social media guidelines are important to consider:

Personal Behavior in Online Social Media

There is a material difference between speaking "on behalf of the Company" and speaking "about" the Company. Only designated online spokespeople can speak "on behalf of the Company." The following set of principles refers to **personal or unofficial online activities** if referring to Novelis.

26
 EXHIBIT NO. 03-CA-12483 RECEIVED 7-17-14 REJECTED Am
 CASE NO. 26 CASE NAME Novelis Corp
 NO. OF PAGES 7-17-14 DATE 7-17-14 REPORTER Am

Title: Social Media Standard
 Owner: Corporate Communications
 Effective Date: August 1, 2012
 Revision Date: July 5, 2012
 Page 1 of 3

General Counsel's Exhibit 26

1. **Adhere to the Code of Conduct and other applicable standards.** All Company employees are subject to the Company's Code of Conduct in every public setting, and employees should adhere to all Company principles, standards and/or policies in this regard including, as applicable, policies related to internet and email use, the Network Privacy Policy and the Media Contact Standard.
2. **You are responsible for your words and actions.** Anything that an employee posts online that potentially can tarnish the Company's image ultimately will be the employee's responsibility. If an employee chooses to participate in the online social media space, he/she must do so properly, exercising sound judgment and common sense.
3. **Be a "scout" for compliments and criticism.** Even if an employee is not an official online spokesperson for the Company, employees can be vital assets for monitoring the social media landscape. Employees who identify positive or negative remarks about the Company online that may be important are urged to consider forwarding such to the corporate or regional communications department.
4. **Let authorized Company spokespeople respond to posts.** Unless an employee is authorized, employees are discouraged to involve themselves in speaking on behalf of or about Novellis in any social media community that involves Novellis, the aluminum industry or related topics. If an employee discovers negative or disparaging posts about the Company or see third parties trying to spark negative conversations, avoid the temptation to react. Pass the post(s) along to our official spokespersons, who are trained to address such comments.
5. **Be conscious when mixing business and personal lives.** Online, personal and business personas are likely to intersect. Customers, colleagues and supervisors often have access to posted online content. Keep this in mind when publishing information online that can be seen by more than friends and family, and know that information originally intended just for friends and family can be forwarded. Remember NEVER to disclose non-public information about the Company (including confidential information), and be aware that taking public positions online that are counter to the Company's interests might cause conflict and may be subject to disciplinary action.

Online Spokespeople

Just as with traditional media, the Company has an opportunity and a responsibility to effectively manage its reputation online and to selectively engage and participate in online conversations. Official Company spokespeople are authorized to do so. Employees desiring to engage in online activity on behalf of the Company should do so with express approval and with the assistance of regional or corporate communications.

EXCEPTIONS and/or APPROVALS

Any requirement of this standard may be waived conditionally on a case-by-case basis in exceptional circumstances with written approval from the Vice President of Corporate Communications and Government Affairs.

ROLES AND RESPONSIBILITIES

Corporate Communications is responsible for administering this standard and for enforcing its provisions. It is the responsibility of each employee to comply with this standard and consider it a condition of employment.

Title: Social Media Standard
Owner: Corporate Communications
Effective Date: August 1, 2012
Revision Date: July 5, 2012
Page 2 of 3

COMPLIANCE AND ENFORCEMENT

The Corporate Communications Department is ultimately responsible for ensuring compliance with this standard. All employees are responsible for complying with this standard. Any employee found in violation of this standard will be subject to corrective action, up to and including termination.

RELATED GLOBAL STANDARDS

Code of Conduct

Media Contact Standard

Company Assets and Privacy Standard

SUPERSEDING STANDARDS

This standard supersedes all other previously issued Company social media standards.

CONTACT LIST

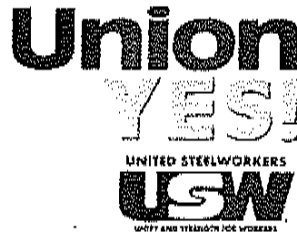
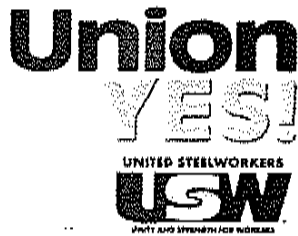
Employees may contact the Novellis Ethics Hotline or their local HR representative if they have any questions about this standard. Although the Company generally will provide prior notification when possible, the Company reserves the right to change, amend, or terminate the referenced plans, programs, standards and/or procedures at any time, without notice, subject to applicable law and/or the terms of any applicable collective bargaining agreement or contracts in place. The information provided is not intended to supersede any applicable local, state or country law or the terms or provisions of any current collective bargaining agreement. In the event of a conflict with this standard, the applicable law, contract, or collective bargaining agreement shall prevail.

Novellis Ethics Hotline Numbers	
Country	Number
Brazil	0800-892-1819
Canada	1-800-844-3389
France	0800-91-5646
Germany	0800-180-6638
Italy	800-788381
South Korea	00308-132684
Luxembourg	800-2-5587
Malaysia	1-800-81-6212
Switzerland	0800-56-3308
United Kingdom	0808-234-0284
United States	1-800-844-3389

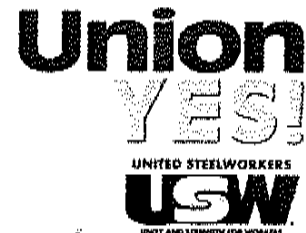
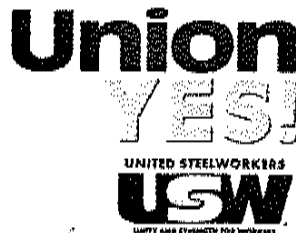
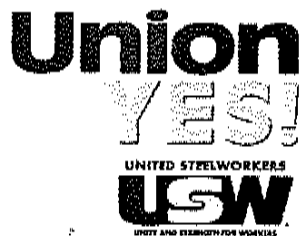
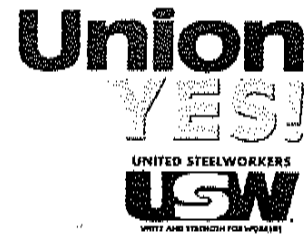
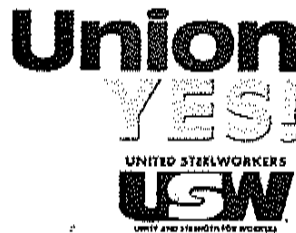
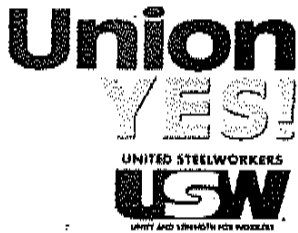
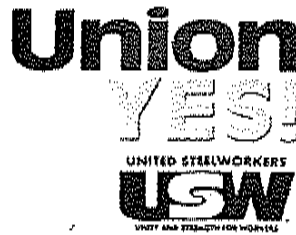
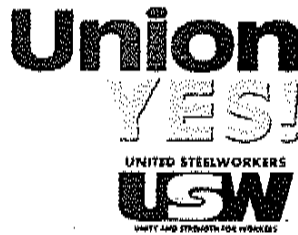
Title: Social Media Standard
 Owner: Corporate Communications
 Effective Date: August 1, 2012
 Revision Date: July 5, 2012
 Page 3 of 3

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9c
Exh. No: 29 Received ☒ Rejected ☐
Case No.: 03-CA-121293 et al
Case Name: Novelis Corp
No. Pgs: 7-18-11 Date: 7-18-11 Rep.: Am



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Utilisez le gabarit 5294™
Impression antibouillage et à séchage rapide

General Counsel's Exhibit 29

2-7-18

35
Things
your
employer
cannot do!

A-0734



Any of the acts listed inside this folder constitutes a violation. If your employer does any of these things, make a note of it, including names of those involved, time, place, etc., and report such incidents to the union.

Small vertical text, possibly a union logo or document identifier.

Here is the law:

YOUR PROTECTION

SECTION 8. (a) It shall be an unfair labor practice for an employer

- (1) to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in section 7;
- (2) by discrimination in regard to hire or tenure of employment to encourage or discourage membership in any labor organization.

—What this means —

- ★ It means that employees are supposed to have a FREE CHOICE in deciding whether or not they want to use their right to organize. Anything that an employer does to interfere with this free choice is against the law.
- ★ It means that employers who get "nose trouble" during an organizing campaign are breaking the law. An employer is not supposed to question employees, or even find out how employees feel, who signed cards, which employees are pushing the union, who attended meetings, what went on at meetings, etc. It is none of their business.
- ★ It means that an employer is not supposed to make any promises of raises, promotions or other benefits in order to influence employees in the exercise of their rights.
- ★ It means that an employer cannot take away, or threaten to take away, any benefits which you already have because of your union activity.
- ★ It means that it is illegal for an employer to penalize an employee in any manner because of his union activity or belief. This includes such things as cutting out overtime, transferring to a less desirable job, suspension or discharge. (If an employer does any of these things, and it is proven that it was done because of union activity, he must reinstate the employee to his former position without loss of seniority and pay him for all lost wages, plus interest).

Here is the law:

YOUR RIGHTS

SECTION 7. Employees shall have the right to self-organize

form, join or assist in labor organization bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection.

—What this means —

- ★ It means that employees have the legal right to help organize, to join and to support a union of their own choosing. This includes such acts as signing a union card, getting others to sign, attending union meetings, wearing buttons, passing out union literature and talking to other employees.
- ★ It states that employees have the legal right to get together and work as a team in order to help each other.
- ★ It says that employees have the legal right to deal with their employer as a group, rather than individually.
- ★ It gives employees the legal right to take group action as they feel necessary in order to gain their desired goals so long as these actions do not violate any other laws.
- ★ It does not mean that employees have the right to carry on union activity during working hours to allow their union activity to interfere with their jobs. (For this purpose, break time and lunch are not considered as working hours.)

United Steelworkers

Five Gateway Center, Pittsburgh, Pa. 15

www.usw.org

1-877-511-8792

DO YOU KNOW?

It is unlawful for your employer, supervisor or foreman to interfere with, restrain or coerce employees seeking to organize or join a union. Any of the acts listed below constitute a violation of the National Labor Relations Act, as amended.

THE EMPLOYER CANNOT:

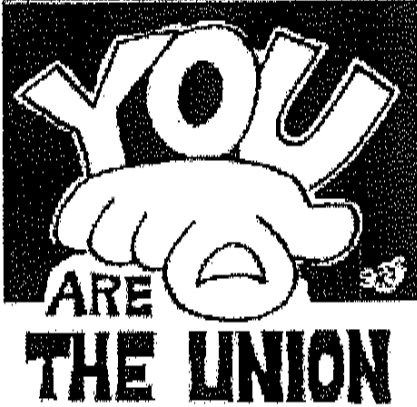
1. Attend any union meeting, park across the street from the hall or engage in any undercover activity which would indicate that the employees are being kept under surveillance to determine who is and who is not participating in the union program;
2. Tell employees that the company will fire or punish them if they engage in union activity;
3. Lay off, discharge or discipline any employee for union activity;
4. Grant employees wage increases, special concessions or benefits in order to keep the union out;
5. Bar employee union representatives from soliciting employees' memberships on or off the company property during non-working hours;
6. Ask employees about union matters, meetings, etc. (Some employees may, on their own accord, walk up and tell of such matters. It is not an unfair labor practice to listen, but to ask questions to obtain additional information is illegal.);
7. Ask employees what they think about the union or a union representative once the employee refuses to discuss it;
8. Ask employees how they intend to vote;
9. Threaten employees with reprisal for participating in union activities. For example, threaten to move the plant or close the business, curtail operations or reduce employees' benefits;
10. Promise benefits to employees if they reject the union;
11. Give financial support or other assistance to a union;
12. Announce that the company will not deal with the union;
13. Threaten to close, in fact close, or move the plant in order to avoid dealing with a union;
14. Ask employees whether or not they belong to a union, or have signed up for union representation;
15. Ask an employee, during the hiring interview, about his affiliation with a labor organization or how he feels about unions;
16. Make anti-union statements or act in a way that might show preference for a non-union employee;
17. Make distinctions between union and non-union employees when assigning overtime work or desirable work;
18. Purposely learn up non-union employees and keep them apart from those supporting the union;
19. Transfer workers on the basis of union affiliations or activities;
20. Choose employees to be laid off in order to weaken the union's strength or discourage membership in the union;
21. Discriminate against union people when disciplining employees;
22. By nature of work assignments, create conditions intended to get rid of an employee because of his union activity;
23. Fail to grant a scheduled benefit or wage increase because of union activity;
24. Deviate from company policy for the purpose of getting rid of a union supporter;
25. Take action that adversely affects an employee's job or pay rate because of union activity;
26. Threaten workers or coerce them in an attempt to influence their vote;
27. Threaten a union member through a third party;
28. Promise employees a reward or a future benefit if they decide "no union";
29. Tell employees overtime work (and premium pay) will be discontinued if the plant is unionized;
30. Say unionization will force the company to lay off employees;
31. Say unionization will do away with vacation or other benefits and privileges presently in effect;
32. Promise employees promotions, raises or other benefits if they get out of the union or refrain from joining the union;
33. Start a petition or circular against the union or encourage or take part in its circulation if started by employees;
34. Urge employees to try to induce others to oppose the union or keep out of it;
35. Visit the homes of employees to urge them to reject the union.

JOIN NOW!

For more information call 1-877-511-8792 or visit our website at www.usw.org

1-12-13

UNITED WE STAND!



United We Stand, Divided We BEG...!

Remember the "only" reason that management attempted to give us back anything or open "DIALOG" is because of "YOU, US TOGETHER, forced them to look at us AS ONE not individuals.. DON'T let them call you; or any of us THIRD PARTY. WE ARE DESTEND TO BE UNIFIED...!

FEAR.. "You gain strength, courage, and confidence by every experience in which you really stop to look fear in the face. You must do the thing which you think you cannot do."

Eleanor Roosevelt

TAKEN

Retirement Benefits-
Medical Insurance
Life Insurance
Profit Sharing Bonus
Stock Options

TAKEN

Vacation Supplement
Sick Time
Option Days
Committed Holidays

TAKEN

Unscheduled OT
Training OT
Inferior Medical Coverage;
Hams; Turkeys for
Retirees and Temps, Safety
Celebrations; Employee
Celebrations...!

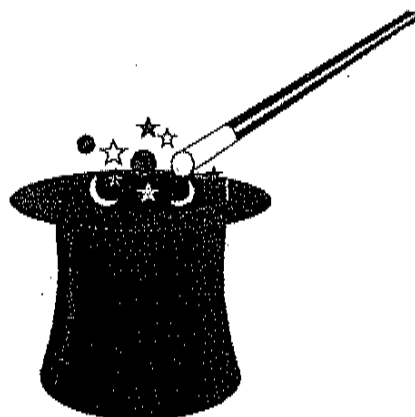
United We Stand, Divided We Beg..! We the employees here at this awesome and amazing facility that we call our second home is being attacked over and over again. Our Movement to Unify is to protect what we have left. The Dictators that are supposed to be representing us have failed us miserably and are continuing to look for more items to take to what they call "STAY COMPETITIVE...!" ← CORP GREED

1-13-13

PLEASE GIVE ME ANOTHER CHANGE



**WHEN THE COMPANY FINDS OUT
THE EMPLOYEES WANT A UNION,
SUDDENLY GOOD MANNERS APPEAR?**



CAUTION!!!

**EXPECT
TRICKS &
DECEPTION
FROM THE
COMPANY**

1-14-14

NOVELIS EMPLOYEES

Congratulations – petition filed!

The first goal in your organizing campaign has been achieved. A petition for an election at Novelis, Oswego, has been filed with the National Labor Relations Board.

A majority of workers at Novelis have signed cards to show support to improve wages, benefits, and working conditions at your facility.

Your next goal is to win your election. Everyone's support is necessary if you are to be successful.

Working with the National Labor Relations Board, the Union will set up your Union Election.

The details of the election will be contained on a special NLRB notice, which the company will have to post in conspicuous places inside the work area no later than three days before the election date.

The NLRB will conduct the election. It will be by Secret Ballot, and it will be YOUR ELECTION.

Your Organizing Committee will keep you informed of when the date, time and place will be for your election.

It's time for a
POSITIVE CHANGE
at Novelis!

Working together . . .
WE'RE STRONGER!

Union Yes!

UNITED STEELWORKERS



UNITY AND STRENGTH FOR WORKERS

U.S. OFFICE
UNION: USW 11 APRIL
2017



USW

Family First

I work hard for a living.
I work to support myself and my family.
As Americans, my family and I have rights.
Rights that I want to protect and preserve.

Family Bill of Rights

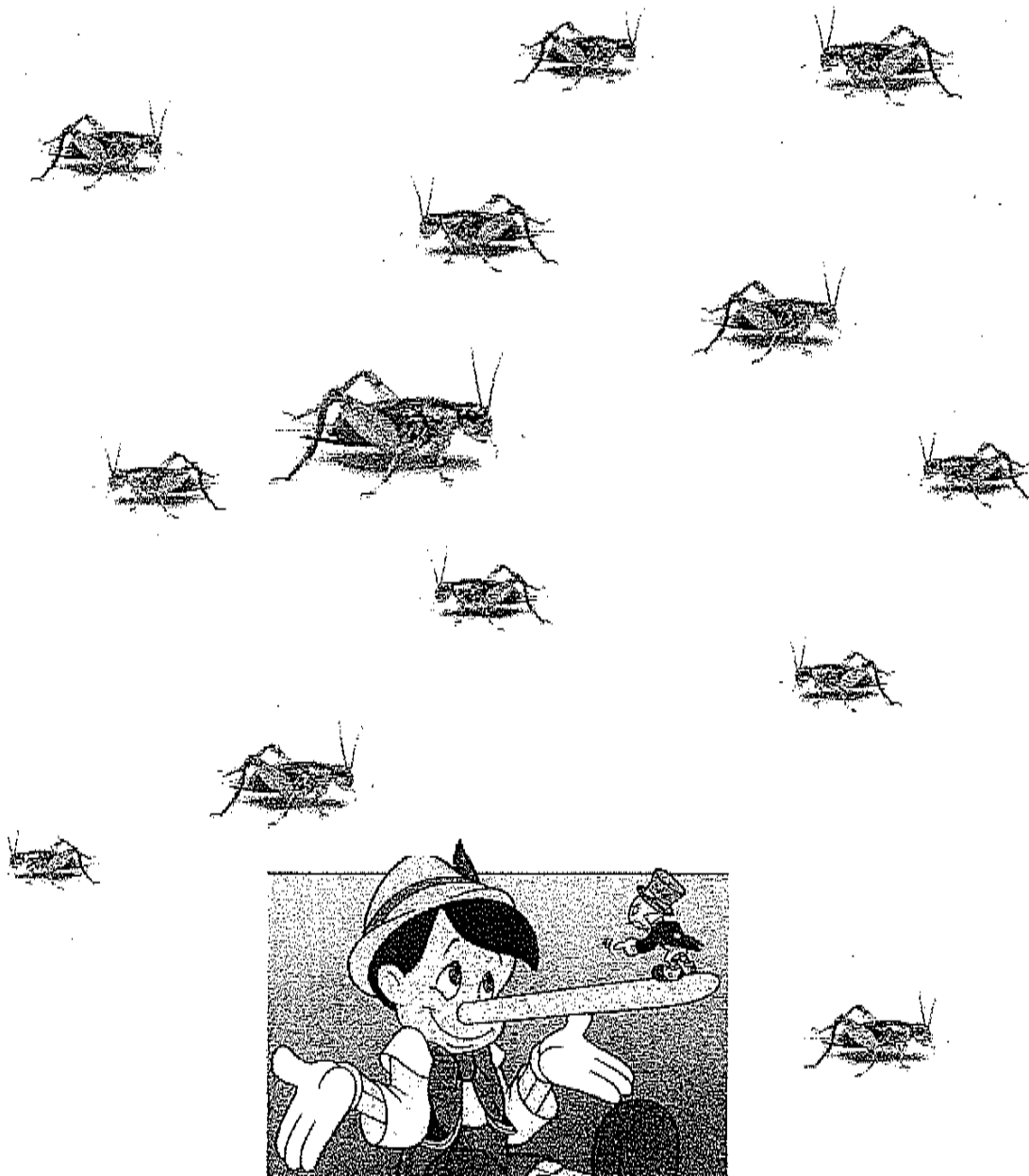
- I have a right to make the best life possible for me and my family.
- I have a right to put my family before my job — yet I have a right to keep that job and make a good living.
- I have the right to provide a secure future for my family. I shouldn't have to gamble with my retirement and the future security of my family.
- I have a right to have control over the decisions that may affect my family and my livelihood. I should have a voice in all things that I own.
- I have the right to affordable health insurance for me and my family.
- I have a right to know some of what tomorrow will bring — I need a secure wage to support myself and my family.
- I appreciate my job, but I know I have a legal right to make it better for my sake and the sake of my family.

UNITED STEELWORKERS
USW
UNITY AND STRENGTH FOR WORKERS

These are my rights.
USW — Family First.

1/15/14

Listed below are ALL the things the company has
GENEROUSLY given to us over the past 10 years..!



*If this paper could talk you would be hearing
CRICKETS....!*

1/22/14

Novelis Employees Take Away List

Everyone is Affected

Aluminum foil at Christmas

Celebration of success (families can no longer attend)

Turkey for Temps

Turkey for Retirees

Life insurance for Retirees

Medical Benefits for Retirees

Sick time

Committed Holidays

Option C for holidays

Profit Sharing

Vacation supplement

Vacation sell back option

Vacation accrual (where did that year go?)

Holiday pay for shift workers changed from 12 hours reduced to 8 hours

Overtime for training

Overtime for working unscheduled days

Health Insurance Plan changed to High Deductible Plan

Having to use vacation time before short term disability

Re-Apply for your job after 6 months for short term disability

The threat of changing your J-12 schedule to J-21 schedule

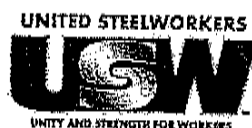
No Representation No Voice

No Pension Protection They Can Freeze It At Anytime

Without a contract nothing is Protected

UNITED WE STAND DIVIDED WE BEG

VOTE YES



USW FACTS

❖ Union Dues

- Dues are 1.45% of your wage.
- Initiation fees of \$10.00 waived for all newly formed union members.
- No one pays dues until a contract is negotiated and voted into place.
- No hidden union or non union fees.
- 44% of all Union dues are returned to the Local Union.

❖ Our Union

- Our union will have Union Officers, Stewards and committees.
- The officers and stewards positions are elected and serve a term of 3 years.
- All actions of our union will be democratic and subject to a vote.
- We will also have Union committees.
 1. Workers compensation committee
 2. Safety and Health committee
 3. Civil Rights committee
 4. Women's committee
 5. Organizing committee
 6. Grievance committee

❖ Contracts

- Contracts are negotiated by union members in our bargaining committee. A representative from the Steelworkers International union, and corporate management.
- The bargaining committee consists of representatives from all departments.

USW FACTS

- A contract must be ratified by an employee vote. If it is turned down by the vote it will return to the table.

❖ Pensions and Retirements

- The USW does not buyout pensions.
- The USW Bargains to protect pensions
- The USW does, ensure Union members have the legal resources to provide accountability that our pensions and enhanced 401k programs remain secure and properly funded in the future.

❖ Organizing Our Union

- Our Card Campaign enabled us a means of organization and showed we have a majority of support within the company.
 1. A Majority of Novelis's employees signed union representation cards, a Petition was filed with the "National Labor Relations Board" and a snapshot was taken of Oswego Works.
- Our Election
 1. Our election date's are set Feb 20th and 21st 4:30am-7:30am and 4:30p-7:30pm both days.
 2. Place: West Wing Conference Room
- Winning our Election
 1. House calls are done to ensure employees are informed on the union, as well as to create a poll to ensure the union. It also allows employees to ask questions that haven't been answered in Union meetings.
 2. The Company will pull out all the stops to prevent us from winning our election and gaining the

USW FACTS

recognition and power that comes as being United Steel Workers.

3. A "Vote NO" Committee will be formed and lead by management. Management will tactfully pole employees and have anti union meetings. Rumors will be started by the "Vote No" committee and management.
4. If the election is lost the snapshot is no longer valid and there is a one year period that must be surpassed before a petition can be refilled. At this time management has full control and no restrictions of our wages, benefits and schedules. We will continue to be At Will Employees.

YES! I WANT UNITED STEELWORKERS UNION REPRESENTATION!

I HEREBY AUTHORIZE THE

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC
(also known in short as United Steelworkers or USW)

TO REPRESENT ME IN COLLECTIVE BARGAINING

Name (Print) MELANIE BURTON Phone 3155918440

Home address 156 County Route 24
Street or Rural Route

City Oswego State NY Zip Code 13126

Date 12-26-13 Signature (Do Not Print Name) Melanie Burton

Employed by: Novelis Location Oswego NY

Department Coldmill B Shift Afternoon Job Title Moment Rate PG7

Witness Leban Email address MELBURTON@HOTMAIL.COM

Are you interested in joining the Organizing Committee? Yes ☒ 601 5/05 (see other side)

This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted.

You have the absolute democratic right, protected by Federal Law, to organize and join the United Steelworkers.

By signing this card, you are taking an important step toward achieving a genuine voice in workplace decisions that affect you and your family.

YES! I WANT UNITED STEELWORKERS UNION REPRESENTATION!

I HEREBY AUTHORIZE THE

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC
(also known in short as United Steelworkers or USW)

TO REPRESENT ME IN COLLECTIVE BARGAINING

Name (Print) Benjamin Clarke Phone 592862

Home address 56 Blind Road
Street or Rural Route

City Mexico State NY Zip Code 13114

Date 12-26-13 Signature (Do Not Print Name) Benjamin Clarke

Employed by: Novelis Location Oswego

Department Coldmill JD Shift operation Job Title tech Rate 7

Witness Melanie Burton Email address

Are you interested in joining the Organizing Committee? Yes ☒ 601 5/05 (see other side)

This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted.

You have the absolute democratic right, protected by Federal Law, to organize and join the United Steelworkers.

By signing this card, you are taking an important step toward achieving a genuine voice in workplace decisions that affect you and your family.

YES! I WANT UNITED STEELWORKERS UNION REPRESENTATION!

I HEREBY AUTHORIZE THE

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC
(also known in short as United Steelworkers or USW)

TO REPRESENT ME IN COLLECTIVE BARGAINING

Name (Print) Robert L Corey Phone 315-564-1304

Home address 188 Brown Rd
Street or Rural Route

City Hamlet State NY Zip Code 13074

Date 1/10/14 Signature (Do Not Print Name) Robert L Corey

Employed by: Novelis Location Oswego

Department EM Shift Rel Grinds Job Title 2940 RH

Witness Melanie Burton Email address rdmccord@yahoo.com

Are you interested in joining the Organizing Committee? Yes ☒ 601 5/05 (see other side)

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Exh. No: 31 Received ☒ Rejected ☐

Case No.: 03-CA-121293 et al

Case Name: Novelis Corp

No. Pgs: 7-21-14 Date: 7-21-14 Rep.: Am

General Counsel's Exhibit 31

YES! I WANT UNITED STEELWORKERS UNION REPRESENTATION!

I HEREBY AUTHORIZE THE

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied
Industrial and Service Workers International Union, AFL-CIO-CLC
(also known in short as United Steelworkers or USW)

TO REPRESENT ME IN COLLECTIVE BARGAINING.

Name (Print) Kenneth Hall 315-591-1156
Phone

Home address 14903 Sunipenhill Rd
Street or Rural Route

City Sterling NY 13156
State Zip Code

Date 1/4/14 Signature (Do Not Print Name) Kenneth Hall

Employed by: Novelis Location Oswego NY

Department Rolling Shift PC 9 Job Title Casting Crew leader Rate

Witness Michael B... Email address

Are you interested in joining the Organizing Committee? Yes ☐ 601 5/05 (see other side)

M Burton

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Industrial and Service Workers International Union, AFL-CIO-CLC
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TO REPRESENT ME IN COLLECTIVE BARGAINING.

Name (Print) Dean Harden 315-963-7120
Phone

Home address 3886 Co Rt 6
Street or Rural Route

City Oswego NY 13126
State Zip Code

Date 1/5/14 Signature (Do Not Print Name) Dean Harden

Employed by: NOVELIS, INC. Location OSWEGO

Department Cold Mill Shift ELECTRICIAN Job Title Rate

Witness Michael B... Email address

Are you interested in joining the Organizing Committee? Yes ☐ 601 5/05 (see other side)

M Burton

C.S

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Industrial and Service Workers International Union, AFL-CIO-CLC
(also known in short as United Steelworkers or USW)

TO REPRESENT ME IN COLLECTIVE BARGAINING.

Name (Print) Mike Mahan 315-378-7056
Phone

Home address 2243 Mott Rd
Street or Rural Route

City Bazookinsville NY 13027
State Zip Code

Date 1/5/14 Signature (Do Not Print Name) Mike Mahan

Employed by: NOVELIS Location OSWEGO WORKS

Department Cold Mill B Shift Finishing Job Title 1 Rate

Witness Michael B... Email address

Are you interested in joining the Organizing Committee? Yes ☐ 601 5/05 (see other side)

M Burton

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Industrial and Service Workers International Union, AFL-CIO-CLC
(also known in short as United Steelworkers or USW)

TO REPRESENT ME IN COLLECTIVE BARGAINING.

Name Richard McLaughlin 343-1986
(Print) PhoneHome address 20 Ellen St.
Street or Rural RouteCity Oswego State N.Y. Zip Code 13126Date 1/4/14 Signature (Do Not Print Name) Richard McLaughlinEmployed by: Novelis Location OswegoDepartment Remelt Shift B Job Title Mold Repair Rate 9Witness Michaela Email address _____Are you interested in joining the Organizing Committee? Yes ☐ 601 5/05 (see other side)

MBurton

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(also known in short as United Steelworkers or USW)

TO REPRESENT ME IN COLLECTIVE BARGAINING.

Name Louis Norris Jr. 315-383-5430
(Print) PhoneHome address P.O. Box 147
Street or Rural RouteCity Minetto State N.Y. Zip Code 13115Date 1-7-14 Signature (Do Not Print Name) Louis Norris Jr.Employed by: Novelis Location Oswego, N.Y.Department Cold Mill D Shift D Job Title Metal movement Rate per hourWitness Michaela Email address _____Are you interested in joining the Organizing Committee? Yes ☐ 601 5/05 (see other side)

MBurton

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Industrial and Service Workers International Union, AFL-CIO-CLC
(also known in short as United Steelworkers or USW)

TO REPRESENT ME IN COLLECTIVE BARGAINING.

Name Noah Peronius (315) 120-4380
(Print) PhoneHome address 29 Birch Lane Apt. 23F
Street or Rural RouteCity Oswego State NY Zip Code 13126Date 1/26/13 Signature (Do Not Print Name) Noah PeroniusEmployed by: Novelis Location Oswego, NYDepartment Cold Mill B Shift AM Job Title P-1Witness Michaela Email address percy6581@yahoo.comAre you interested in joining the Organizing Committee? Yes ☒ 601 5/05 (see other side)

MBurton

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YES! I WANT UNITED STEELWORKERS UNION REPRESENTATION! *M. Burton*
 I HEREBY AUTHORIZE THE
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 Industrial and Service Workers International Union, AFL-CIO-CLC
 (also known in short as United Steelworkers or USW)
 TO REPRESENT ME IN COLLECTIVE BARGAINING.

Name (Print) James Smith Phone 615 207-9151
 Home address 1323 Co Rt 53
OSwego N.Y. 13126
 City State Zip Code
 Date 12-26-13 Signature (Do Not Print Name) *James Smith*
 Employed by: Novelis Location OSwego
 Department Gm Shift 2nd Job Title App Rate 25.25
 Witness *M. Burton* Email address _____
 Are you interested in joining the Organizing Committee? Yes ☒ 601 5/05 (see other side)

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 Industrial and Service Workers International Union, AFL-CIO-CLC
 (also known in short as United Steelworkers or USW)
 TO REPRESENT ME IN COLLECTIVE BARGAINING.

Name (Print) David Van Dyke Phone 315-806-5139
 Home address 214 Mexico Point Dr
Mexico NY 13114
 City State Zip Code
 Date 12/27/13 Signature (Do Not Print Name) *David Van Dyke*
 Employed by: Novelis Oswego, NY Location _____
 Department Engineering/Maint Days Bearing Inspector PG8 Shift _____ Job Title _____ Rate _____
 Witness *M. Burton* Email address Automating@gmail.com
 Are you interested in joining the Organizing Committee? Yes ☒ 601 5/05 (see other side)

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 Industrial and Service Workers International Union, AFL-CIO-CLC
 (also known in short as United Steelworkers or USW)
 TO REPRESENT ME IN COLLECTIVE BARGAINING.

Name (Print) Jimmy WALKER Phone 391-8868
 Home address 703 Co Rt 13
LACONA NY 13083
 City State Zip Code
 Date 12-27-13 Signature (Do Not Print Name) *Jimmy Walker*
 Employed by: NOVELIS Location OSWEGO
 Department CASH MAINT D Shift _____ Job Title ELECT. Rate 29.10
 Witness *M. Burton* Email address Jim WALKER 760@GMIN
 Are you interested in joining the Organizing Committee? Yes ☒ 601 5/05 (see other side)

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Industrial and Service Workers International Union, AFL-CIO-CLC
(also known in short as United Steelworkers or USW)
TO REPRESENT ME IN COLLECTIVE BARGAINING.

Name (Print) Andrew Wallace (315) 529-2580 Phone

Home address 830 crt 53 Street or Rural Route

050090 City NY State 13126 Zip Code

Date 12-26-13 Signature (Do Not Print Name) Andrew M. Wallace

Employed by Novartis Location 050090

Department clm Shift 8 Job Title Finance Rate 9

Witness Andrew M. Wallace Email address none

Are you interested in joining the Organizing Committee? Yes ☐ 601 505 4252 (see other side)

This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted.

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Industrial and Service Workers International Union, AFL-CIO-CLC
(also known in short as United Steelworkers or USW)
TO REPRESENT ME IN COLLECTIVE BARGAINING.

Name (Print) Jeremy Wallace 532-7264 Phone

Home address 84 Mariposa Dr Street or Rural Route

Omego City NY State 13126 Zip Code

Date 12/22/17 Signature (Do Not Print Name) Jeremy Wallace

Employed by Novartis Location Omego

Department clm Shift D Job Title Finance Rate 9

Witness Andrew M. Wallace Email address none

Are you interested in joining the Organizing Committee? Yes ☐ 601 505 4252 (see other side)

M. Burton

This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted.

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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 3
130 S Elmwood Ave Ste 630
Buffalo, NY 14202-2465

Agency Website: www.nlr.gov
Telephone: (716) [REDACTED]
Fax: (716) [REDACTED]

February 10, 2014

Kenneth L. Dobkin, Senior Counsel
NOVELIS CORPORATION
3560 Lenox Road
Suite 2000
Atlanta, GA 30326

3c
Exh. No: 40 Received _____ Rejected _____
Case No.: 03-CA-121293 et al
Case Name: Novelis Corp
No. Pgs: _____ Date: 2-22-14 Rep.: Am

Re: Novelis Corporation
Case 03-CA-121293

Dear Mr. Dobkin:

I am writing this letter to advise you that it is now necessary for me to take evidence from your client regarding the allegations raised in the investigation of the above-captioned matter. As explained below, I am requesting to take affidavits on or before February 26, 2014, with regard to certain allegations in this case.

Allegations: The allegations for which I am seeking your evidence are as follows.

- On January 21, 2014, [REDACTED] removed pro union literature from the break room and left anti-union literature in its place.
- On or about January 23, 2014, [REDACTED] tore down union literature from the remount cafeteria board.
- On January 28, 2014, [REDACTED] an employee when he asked him how he felt about the Union. [REDACTED] threatened the employee that the Employer might change to an S-21 schedule if the Union is elected. Management would eliminate one shift and would lay off employees in order of seniority.
- Plant Manager Chris Smith and Human Resource Manager Peter Sheftic announced to employees that it was restoring 1 ½ premium pay for Sunday and vacation and holiday time would be considered "hours worked" in the calculation of overtime in response to learning that there was an ongoing union organizing campaign.
- On January 23, 2014 [REDACTED] held a meeting with the anneal metal movement crew in the furnace room. [REDACTED] informed employees that they could not wear "vote yes" stickers on their uniforms. If they wore them on their personal clothing, the sticker should not be visible. During this meeting, [REDACTED] threatened employees that they were "at-will" employees and didn't have to work there if they did not like it. [REDACTED] polled

General Counsel's Exhibit 40

A-0751

employees by asking if they knew what they had to do if they did not want the Union. When no one responded, [REDACTED] intimidated them by addressing an employee by name and told him to "say vote no." After the employee repeated what [REDACTED] told him to say, [REDACTED] went around the room to the other employees and asked them what they had to do if they did not want the Union. Before leaving the furnace room, an employee asked a question regarding posting union literature. [REDACTED] responded that he was removing all union literature, pro and con, from bulletin boards. Before leaving the room, [REDACTED] who entered towards the end of the meeting, took all union paraphernalia including a union organizer handbook and "vote yes" sticker pages with him.

- In January 2014, [REDACTED] entered the pulpit and removed union literature that prompted employees to vote one way or the other. [REDACTED] then interrogated an employee in the room when he asked him if he knew who put the union literature in the room. Before the employee answered, [REDACTED] gave the employee three names of employees and asked if it was any of them.
- On January 29, 2014, [REDACTED] held a meeting in the pulpit similar to the January 23, 2014 meeting. [REDACTED] polled and intimidated employees by asking them "if you don't want a union in here, how do you vote?"
- On January 21, 2014, [REDACTED] removed union literature from the bulletin board in the cold mill locker room hall where employees are allowed to post.

Board Affidavits: I am requesting to take affidavits from [REDACTED] Chris Smith, Peter Sheftic, [REDACTED] and any other individuals you believe have information relevant to the investigation of the above-captioned matter. If you do not allow the Board agent to take sworn affidavits from representatives who may have relevant information, the Agency will consider that to constitute less than complete cooperation in the investigation of the charge.

Date for Submitting Evidence: To resolve this matter as expeditiously as possible, you are requested to present your evidence in this matter by **February 26, 2014**. Electronic filing of position statements and documentary evidence through the Agency website is preferred but not required. To file electronically, go to www.nlrb.gov, select **File Case Documents**, enter the **NLRB case number**, and follow the detailed instructions. If I have not received all your evidence by that time or spoken with you and agreed to another date, it will be necessary for me to make my recommendations based upon the information available to me at that time.

Please contact me at your earliest convenience by telephone, (716) [REDACTED], or e-mail, [REDACTED], so that we can discuss how you would like to provide evidence and I can answer any questions you have with regard to the issues in this matter.

Very truly yours,

Patricia Petock

PATRICIA E. PETOCK

Placeholder For General Counsel Exhibit 42

**This exhibit is an audio file in CD Rom format maintained with the hard copies of the Appendix*

